IF , the said R. S. DOGGETT & WIFE, ANNIE KATE DOGGETT , do hereby agree to keep all buildings now on, or to be hereafter erected on said property, insured in some reliable fire insurance company or companies for at least the sum of $ -- until the notes herein secured are fully paid, and to have the loss, if any, made payable on the policy or policies to said Trustee for the benefit of the lawful owner and holder of said notes, as his interest may appear.

WE further agree to keep the improvements on said property in good repair and preservation, and to pay all taxes and assessments thereon, and to pay them when due; and in case WE fail to do either, then the said Trustee or the lawful owner and holder of said notes, or any of them, may do any or all of these things and charge and treat the sum or sums so expended as part of the indebtedness secured therein, the same to bear interest from the date of such payment.

Now, if WE , the said R. S. DOGGETT & WIFE, ANNIE KATE DOGGETT , shall pay the notes aforesaid when due. according to their terms, and pay taxes, keep up repairs, and keep said premises insured as aforesaid, then this trust conveyance shall be of no further force or effect. But if WE fail to pay any one of said notes or part thereof promptly at maturity, or if, failing to pay taxes, keep up repairs, or keep said premises insured as herein provided, IF WE fail to reimburse the Trustee or lawful owner and holder of said notes for all sums, with interest, so expended by said Trustee or lawful owner and holder of said notes, within thirty days from date of such payment, this trust conveyance shall remain in full force and effect, and at the option of the lawful owner and holder of said notes, or any of said notes then past due and unpaid, all remaining unpaid notes shall become due and payable at once without notice, and the said Trustee or his successor in trust is hereby authorized and empowered, upon giving twenty days' notice by three publications in any newspaper, daily or weekly, published in Davidson County, Tennessee, to sell said property at the south door of the Courthouse in said County to the highest bidder, for cash, at public outcry, free from the equity of redemption, homestead, dower, and all other exemptions of every kind, which are hereby expressly waived; and the said Trustee or his successor in trust is authorized and empowered to execute and deliver a deed to the purchaser. The creditor may bid at any sale under this trust conveyance.

WE agree that the Trustee may, at any time after default in payment of any one of said notes, enter and take possession of said property, and shall only account for the net rents actually received by him. WE further agree that in the event the Trustee fails before selling said property as herein provided, to enter and take possession thereof, the purchaser shall be entitled to immediate possession thereof upon delivery to him by the Trustee of a deed for said property. In case of sale hereunder, the proceeds will be applied by the Trustee as follows:

1st. To the payment of all costs, charges, and expenses of executing this conveyance and enforcing said lien, as herein provided; also reasonable attorney's fees for advice in the premises, or for instituting or defending any litigation which may arise on account of the execution of this conveyance or the enforcement of said lien; also the expenses of any such litigation.

2nd. To the payment of all taxes which may be unpaid on said premises.

3rd. To the payment of all unpaid notes herein secured, and any and all sums expended in the protection of said property, as herein authorized.

4th. The residue, if any, will be paid to R. S. DOGGETT & WIFE, ANNIE KATE DOGGETT,- representatives or assigns.

In case of the death, absence, inability, or refusal to act of said Trustee at any time when action under the foregoing power and trusts may be required, the lawful owner and holder of said lien notes, or if more than one, then the first-maturing unpaid note, is hereby authorized and empowered to name and appoint a successor to execute this trust by an instrument in writing, to be recorded in the Register's Office for Davidson County, Tennessee, and the title herein conveyed to A. F. STANFORD Trustee, shall be vested in said successor.

Said Trustee shall execute this trust without being required to give bond, and he shall not be required to file any account of settlement in relation to his trusteeship.

In Witness Whereof, We, the said R S. DOGGETT & WIFE, ANNIE KATE DOGGETT,

and R. D. STANFORD & WIFE, EULA MYRTLE STANFORD, , hereunto set our hands at DONELSON, , Tennessee, this the 8 day of APRIL, , 193 8 .

R. D. STANFORD
EULA MYRTLE STANFORD
R. S. DOGGETT
ANNIE KATE DOGGETT

~~ACKNOWLEDGMENT BEFORE NOTARY PUBLIC~~

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, E. H. HOOPER , a Notary Public in and for said County and State, the within named R. D. STANFORD AND WIFE EULA MYRTLE STANFORD

the bargainor - , with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And X XX , of the said

having appeared before me privately and apart from X husband , the said X , acknowledged the execution of the said instrument to have been done by XX freely, voluntarily, and understandingly, without compulsion or constraint from said husband , and for the purposes therein expressed.

Witness my hand and official seal at ~~Nashville~~ Donelson, Tennessee, this 8TH day of APRIL, , 193 8

My commission expires 7-2-39

(Seal) E. H. HOOPER
Notary Public.

~~ACKNOWLEDGMENT BEFORE NOTARY PUBLIC~~

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, E. B. WALTON, , a Notary Public in and for said County and State, the within named R. S. DOGGETT AND WIFE ANNIE KATE DOGGETT,

the bargainor S , with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And XX , of the said

having appeared before me privately and apart from XXX husband , the said X , acknowledged the execution of the said instrument to have been done by X freely, voluntarily, and understandingly, without compulsion or constraint from said husband , and for the purposes therein expressed.

Witness my hand and official seal at Nashville, Tennessee, this 11 day of APRIL, , 193 8

My commission expires APR. 9- 1941.

(Seal) E. B. WALTON
Notary Public.

U.S.R.S. $7.00.
RECEIVED APRIL 12, 1938, AT 8:55 A.M.
FH

NUMBER 104297 RECORDED APRIL 19, 1938. J. H. WHITE TO J. R. BLACKSMITH, ET AL.

J.A.E.

INSTALLMENT DEED

1041

FOR AND IN CONSIDERATION of the sum of ONE HUNDRED AND SIXTY-FOUR DOLLARS ($164.00) DOLLARS

of which TWENTY ($20.00) DOLLARS has been paid in cash by J.R.BLACKSMITH AND WIFE OLIVIA BLACKSMITH , the receipt of which is hereby acknowledged, and for the remainder ONE HUNDRED AND FOURTY FOUR DOLLARS ($144.00) DOLLARS

the said J. R. BLACKSMITH AND WIFE OLIVIA BLACKSMITH

HAVE EXECUTED THEIR TWENTY FOUR (24) PROMISSORY NOTES, ALL EVEN DATE HEREWITH. THE SAID NOTES ARE FOR THE SUM OF SIX DOLLARS ($6.00) EACH, INTEREST HAVING BEEN COMPUTED AND ADDED IN ON THE FACE OF EACH NOTE, MAKING THE FIRST NOTE THE SUM OF SIX DOLLARS AND SEVENTY-TWO CENTS ($6.72) AND THE SECOND NOTE FOR SIX DOLLARS AND SIXTY-NINE CENTS ($6.69) THE THIRD NOTE FOR SIX DOLLARS AND SIXTY-SIX CENTS ($6.66). ALL OF SAID NOTES DECREASE THREE CENTS (3¢) PER MONTH, IF PAID ON MATURITY, AND NONE OF SAID NOTES BEAR INTEREST UNTIL AFTER MATURITY. THE FIRST NOTE BECOMES DUE AND PAYABLE ON THE THIRD DAY OF APRIL (APRIL 3) 1938, AND THE SECOND NOTE BECOMES DUE AND PAYABLE ON THE THIRD DAY OF MAY (MAY 3) 1938, AND ONE EACH MONTH THEREAFTER UNTIL ALL ARE PAID IN FULL.

I declare that the claim secured by the within deed of trust is just and true and that the debt is due and owing as stated in the deed of trust. Subscribed and sworn to before me this 12th day of April 1938. J. H. Whitman

all of said notes bearing six per cent interest from date, and providing for payment of attorney's fees; and to secure the payment of said notes, principal and interest, and attorney's fees, a lien is expressly retained on the land herein conveyed

J. H. WHITE AND WIFE AGUSTA WHITE

have this day bargained and sold, and do hereby transfer and convey, unto the said J. R. BLACKSMITH AND WIFE OLIVIA BLACKSMITH, heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

LAND IN DAVIDSON COUNTY, TENNESSEE, BEING LOT NO. 8 ON THE PLAN OF LAPSLEY'S SUBDIVISION OF LOT NO. 17 IN THE BOYD MCNAIRY PLAN, AS OF RECORD IN BOOK 57, PAGE 3, REGISTER'S OFFICE FOR SAID COUNTY. SAID LOT NO. 8 FRONTS 50 FEET ON THE SOUTHERLY SIDE OF MADISON OR HERMAN STREET AND RUNS BACK BETWEEN PARALLEL LINES 150 FEET TO AN ALLEY.

AND BEING THE SAME PROPERTY CONVEYED TO J. H. WHITE BY J. W. FRIERSON, TRUSTEE, AND RECORDED DECEMBER 9, 1936.

DATE OF DEED IS DECENBER 3, 1936, AND RECORDED IN BOOK 1023, PAGE 83 IN SAID REGISTER'S OFFICE.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said J. R. BLACKSMITH AND WIFE OLIVIA BLACKSMITH, THEIR heirs and assigns, forever, WE covenant that WE ARE lawfully seized and possessed of said real estate in fee simple, have good right to convey it, and that the same is unencumbered, EXCEPT ALL TAXES WHICH THE SAID J. R. BLACKSMITH AND WIFE OLIVIA BLACKSMITH AGREES TO ASSUME & PAY. WE further covenant and bind

OURSELVES, OUR heirs and representatives, to warrant and forever defend the title to said real estate to said J. R. BLACKSMITH AND WIFE, OLIVIA BLACKSMITH, THEIR heirs and assigns, against the lawful claims of all persons.

And now, for the purpose of better and more effectually securing the payment of said lien notes, and rendering unnecessary court proceedings for the enforcement of said lien in the event of the nonpayment of said notes as they mature, as hereinafter provided, and for the consideration of One Dollar to US in hand paid WE , the said J. R. BLACKSMITH AND WIFE OLIVIA BLACKSMITH

do hereby transfer and convey unto J. W. FRIERSON, , Trustee, his successors and assigns, the real estate herein before described, with the appurtenances, estate, title, and interest thereto belonging, for the purposes aforesaid only.