WE , the said J.T.HART AND WIFE, ETHEL C.HART, AND WINDSTORM , 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 $ SATISFACTORY TO SAID COMPANY 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 J.T.HART AND WIFE, ETHEL C.HART, , 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, 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 ETHEL C.HART, HER representatives or assigns.

IT IS AGREED THAT IF SAID PROPERTY IS SOLD UNDER THIS INSTRUMENT, WE, OR ANY PERSON HOLDING UNDER US, SHALL AT ONCE BECOME AND BE THE TENANT OR TENANTS AT WILL OF THE PURCHASER HEREUNDER, AND SHALL BE REMOVED BY WRIT OF UNLAWFUL DETAINER AT ANY TIME AFTER DEMAND FOR POSSESSION IS MADE.

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 P.M.ESTES, JR. 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 LIFE & CASUALTY INSURANCE COMPANY OF TENNESSEE, INCORPORATED, and J.T.HART AND WIFE, ETHEL C.HART, , hereunto set our hands at NASHVILLE, , Tennessee, this the 27TH day of JUNE , 1938 .

(SEAL) LIFE & CASUALTY INSURANCE COMPANY OF TENNESSEE, INCORPORATED,

ATTEST: H.B.FOLK, SECRETARY.

BY C.M.HERRON, VICE PRESIDENT

J.T.HART

MRS. ETHEL C.HART

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, JOHN U.WILSON, , a Notary Public in and for said County and State, the within named J.T.HART AND WIFE, ETHEL C.HART,

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

And X having appeared before me privately and apart from 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 21 day of JULY, 1938. --, ~~198-~~ .

My commission expires NOV.2, 1940.

(Seal) JOHN U.WILSON, Notary Public.

STATE OF TENNESSEE
COUNTY OF DAVIDSON.

BEFORE ME, MRS.ELIZABETH GENTRY, A NOTARY PUBLIC IN AND FOR SAID STATE AND COUNTY, PERSONALLY APPEARED MR. C.M.HERRON AND H.B.FOLK, WITH WHOM I AM PERSONALLY ACQUAINTED, AND WHO ON OATH ACKNOWLEDGED THEMSELVES TO BE THE VICE PRESIDENT AND SECRETARY OF THE LIFE & CASUALTY INSURANCE COMPANY OF TENNESSEE, INCORPORATED, THE WITHIN NAMED BARGAINOR, A CORPORATION, AND THAT THEY AS SUCH VICE PRESIDENT AND SECRETARY BEING AUTHORIZED SO TO DO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED BY SIGNING THE NAME OF THE CORPORATION BY MR.C.M.HERRON AS VICE PRESIDENT, AND ATTESTING THE SAME BY H.B.FOLK, AS SECRETARY.

WITNESS MY HAND AND OFFICIAL SEAL AT OFFICE, IN NASHVILLE, TENNESSEE, THE 21ST DAY OF JULY, 1938.

(SEAL) MRS.ELIZABETH GENTRY, NOTARY PUBLIC.

MY COM.EX. JULY 8, 1941.

R.S.R.S. $0.50.
RECD AUGUST 1ST, 1938 AT 11:40 A.M.
MM

37788 MARSHALL & BRUCE CO. NASHVILLE

INSTALLMENT DEED

1088

FOR AND IN CONSIDERATION of the sum of THIRTY SEVEN HUNDRED FIFTY DOLLARS

of which SEVENTY TWO DOLLARS has been paid in cash by LEWIS R.MEFFORD AND MARY F.MEFFORD, , the receipt of which is hereby acknowledged, and for the remainder EIGHT HUNDRED AND NO/100 DOLLARS the said LEWIS R.MEFFORD AND MARY F.MEFFORD,

HAVE EXECUTED AND DELIVERED TEIR NOTE PAYABLE IN TWO EQUAL INSTALLMENTS ONE INSTALLMENT TO BE DUE AND PAYABLE ONE YEAR FROM DATE AND THE OTHER INSTALLMENT TO BE DUE AND PAYABLE TWO YEARS FROM DATE, EACH WITH INTEREST AT SIX PERCENT PER ANNUM, PAYABLE WHEN THE INSTALLMENT IS PAID, AND WITH THE PRIVELEGE OF PREPAYMENT,

ALL OF SAID NOTES BEARING SIX PERCENT INTEREST FROM DATE, AND PROVIDING FOR PAYMENT OF ATTORNEY FEES, AND TO SECURE THE PAYMENT OF SAID NOTES, PRINCIPAL AND INTEREST, AND ATTORNEY FEES, A LIEN IS EXPRESSLY RETAINED ON THE LAND HEREIN CONVEYED,

WE, WILLIAM H.DYER AND ERMA S.DYER, HIS WIFE, HAVE THIS DAY BARGAINED AND SOLD, AND DO HEREBY TRANSFER AND CONVEY UNTO THE SAID LEWIS R.MEFFORD AND MARY F.MEFFORD, THEIR HEIRS AND ASSIGNS, CERTAIN REAL ESTATE IN DAVIDSON COUNTY, TENNESSEE, AS FOLLOWS:

BEING LOTS NOS. 14, 15, 16, AND 17, IN BLOCK NO. 6 . OF THE CABBS AND ELLIOTTS SUBDIVISION AT OLD HICKORY, TENN., AS RECORDED IN BOOK 547, PAGE 97, R.O.D.C.TENN.

BEING THE SAME PROPERTY AS WAS CONVEYED TO THE GRANTORS HEREIN BY DEED OF RECORD IN BOOK 1077, PAGE 378, IN SAID REGISTERS OFFICE.

THIS CONVEYANCE IS SUBJECT TO RESTRICTIONS OF RECORD.

THIS CONVEYANCE IS SUBJECT TO THE UNPAID BALANCE ON A NOTE AS DESCRIBED IN A TRUST DEED OF RECORD IN BOOK 791, PAGE 556, IN SAID REGISTERS OFFICE WHICH THE PURCHASER HEREIN ASSUMES AND AGREES TO PAY.

TAXES AND INTEREST ON ABOVE MENTIONED NOTE ARE ADJUSTED AS OF DATE OF THIS AGREEMENT.

INSURANCE IS ADJUSTED AS OF THE DATE OF EXPIRATION OF THE EXISTING POLICY HELD BY W.C.MCNCRIEF AS ASSURANCE ON THE ABOVE NOTE.

THIS CONVEYANCE IS MADE SUBJECT TO THE UNPAID BALANCE ON TWO OPEN ACCOUNT IN THE AMOUNT OF APPROXIMATELY TWO HUNDRED DOLLARS AGAINST EQUIPMENT LOCATED ON THE PREMISES, TITLE TO WHICH IS LIKEWISE TRANSFERRED HEREBY.

COPY OF RELEASE BOOK NO 1136 PAGE NO 591 R.O.D.C. TENN.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said LEWIS R.MEFFORD AND MARY F.MEFFORD, 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 AS MENTIONED HEREIN.

WE further covenant and bind OURSELVES, OUR, heirs and representatives, to warrant and forever defend the title to said real estate to said LEWIS R.MEFFORD, AND MARY F.MEFFORD, 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 LEWIS R.MEFFORD AND MARY F.MEFFORD do hereby transfer and convey unto CARL FLYNN , 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.