WE , the said THURMAN P.BILLINGSLEY AND WIFE, ANNIE MYRTLE BIL LINGSLEY, 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.

-- 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 THURMAN P.BILLINGSLEY AND WIFE, ANNIE MYRTLE BILLINGSLEY , 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 THURMAN P.BILLINGSLEY AND WIFE, ANNIE MYRTLE BILLINGSLEY, - 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 MRS. DORA BADER 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 ELSYE L.CHESHIRE AND HER HUSBAND CHARLES C.CHESHIRE,JR. and THURMAN P.BILLINGSLEY AND WIFE, ANNIE MYRTLE,BILLINGSLEY, , hereunto set our hands at NASHVILLE , Tennessee, this the 15TH day of APRIL, ,19 39.

ELSYE L.CHESHIRE
CHAS C. CHESHIRE,JR.
THURMAN P.BILLINGSLEY
ANNIE MYRTLE BILLINGSLEY

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, FRED K.JONES , a Notary Public in and for said County and State, the within named ELSYE L.CHESHIRE AND HER HUSBAND, CHARLES C.CHESHIRE,JR., AND THURMAN P. BILLINGSLEY AND WIFE, ANNIE MYRTLE BILLINGSLEY, the bargainorS , with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And X , of the said 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 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 30 day of MAY ,19 39.

My commission expires OCT.15, 1939.

(Seal) FRED K.JONES,
Notary Public.

U.S.R.S. $1.00

RECD MAY 31, 1939 AT 12:17 P M

MM

44170 MARSHALL & BRUCE CO. NASHVILLE

J.A.E.

INSTALLMENT DEED

1116

FOR AND IN CONSIDERATION of the sum of ($2700.00) TWENTY SEVEN HUNDRED AND 00/100 DOLLARS of which THREE HUNDRED AND 00/100 ($300.00) DOLLARS has been paid in cash by LEON C.HICKS AND WIFE LOUISE T.HICKS, , the receipt of which is hereby acknowledged, and for the remainder TWENTY FOUR HUNDRED AND 00/100 ($2400.00) DOLLARS the said LEON C.HICKS AND WIFE, LOUISE T.HICKS,

HAVE THIS DAY ASSUMED AND AGREE TO PAY SEVENTEEN HUNDRED, EIGHT AND 00/100 ($1708.00) DOLLARS, BEING THE UNPAID BALANCE OF A $1720.00 LOAN, DATED APRIL 17, 1939, SECURED BY DEED OF TRUST TO RUFUS GANN, TRUSTEE OF RECORD IN BOOK 829, PAGE 544, OF THE REGISTERS OFFICE FOR DAVIDSON COUNTY, TENNESSEE, PAYABLE TO THE ORDER OF AND NEDORSED BY H.H.DILLARD AND WIFE, BERDIE DILLARD. BEING 59 NOTES DUE MONTHLY, THE INTEREST COMPUTED AND ADDED IN THE FACE OF THE NOTES, MAKING THE NOTE DUE JUNE 9-1939 FOR $20.54 AND DECREASING 6 CENTS PER MONTH, THE LAST NOTE PRINCIPAL AND INTEREST BEING $1017.06. FOR THE BALANCE OF PURCHASE MONEY, SIX HUNDRED AND NINETY TWO AND 00/100 ($692.00) DOLLARS, THE SAID LEON C.HICKS AND WIFE LOUISE T.HICKS HAVE THIS DAY EXECUTED THEIR 69 JOINT PROMISSORY NOTES, FIRST 68 NOTES IN THE SUM OF $11.76 EACH, AND NOTE NUMBER 69 FOR $13.76. INTEREST AT THE RATE OF 6% PER ANNUM, AVERAGED OVER THE SERIES OF MONTHLY PAYMENT NOTES, THE PRINCIPAL OF 68 BEING $10.00 AND THE PRINCIPAL OF NOTE 69 BEING $12.00. FIRST ONE OF WHICH FALLS DUE MULY 1, 1939 AND ONE ON THE 1ST DAY OF EACH MONTH THEREAFTER UNTIL ALL ARE PAID. SAID NOTES PAYABLE TO THE ORDER OF H.H.DILLARD AND WIFE BERDIE DILLARD 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.

PROPERTY

WE, H.H.DILLARD AND WIFE, BERDIE DILLARD have this day bargained and sold, and do hereby transfer and convey, unto the said LEON C.HICKS AND WIFE, LOUISE T.HICKS, THE IR heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

BEING LOT NUMBER 12 ON THE MAP OF G.P.ROSE'S SUBDIVISION AS OF RECORD IN BOOK [illegible] PAGE 74, OF THE REGISTERS OFFICE FOR DAVIDSON COUNTY, TENNESSEE.

SAID LOT NUMBER 12 FRONTS FIFTY THREE (53) FEET ON THE SOUTHERLY SIDE OF GLENROSE AVENUE, AND RUNS BACK BETWEEN PARALLEL LINES WITH THE EASTERLY MARGIN OF HESTER AVENUE, 170 FEET TO A DEAD LINE.

BEING THE SAME PROPERTY CONVEYED TO H.H.DILLARD AND WIFE BERDIE DILLARD BY DEED FROM MRS.DORA BADER, OF RECORD IN BOOK 971, PAGE 688, OF THE REGISTERS OFFICE FOR DAVIDSON COUNTY, TENNESSEE.

TAXES FOR THE YEAR 1939 PRORATED AS OF DATE OF DEED AND ASSUMED BY PURCHASERS.

I HEREBY CERTIFY that I am the true and lawful holder of the claim secured by the instrument within [illegible] and that the same is fully [illegible] and the same in full. This [illegible] day of [illegible]

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said LEON C.HICKS AND WIFE, LOUISE T. HICKS, 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 ABOVE SET OUT.

WE further covenant and bind OURSELVES, OUR heirs and representatives, to warrant and forever defend the title to said real estate to said LEON C.HICKS AND WIFE, LOUISE T.HICKS, 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 - in hand paid WE , the said LEON C.HICKS AND WIFE, LOUISE T.HICKS,

do hereby transfer and convey unto H.L.ANDERSON , 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.