WE , the said J.R.TUCKER AND WIFE MAMIE TUCKER, , 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 $ 4025.00 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.R.TUCKER AND WIFE MAMIE TUCKER, , 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 J.R.TUCKER AND WIFE MAMIE TUCKER THEIR, 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 EDW W. LEE, 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 PAUL E. SEXTON AND WIFE SARA D. SEXTON and J.R. TUCKERAND WIFE MAMIE TUCKER, , hereunto set our hands at NASHVILLE , Tennessee, this the 28TH day of JULY , 19 39

PAUL E. SEXTON
SARA D. SEXTON
J.R.TUCKER,
MAMIE TUCKER,

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, EDWIN E. CARLSON , a Notary Public for said County and State, the within named PAUL E. SEXTON AND WIFE SARA D. SEXTON AND J.R.TUCKER AND WIFE MAMIE TUCKER, the bargainor S , with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

~~And~~ - , of the said having appeared before me privately and apart from husband , the said - , 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 28TH day of JULY , 1939 .

My commission expires JULY 8, 1941

U.S.R.S $4.50
RECD JULY 29TH 1939 AT 9;34 A.M.

(Seal) EDWIN E. CARLSON
Notary Public.

SMITH HARDWELL & DUNCE CO. HARTSVILLE

INSTALLMENT DEED

1116

FOR AND IN CONSIDERATION of the sum of SIX HUNDRED ($600.00) - - - - - DOLLARS of which ONE HUNDRED ($100.00) DOLLARS has been paid in cash by IRA J.ESTES AND WIFE, FLORA BELLE ESTES, the receipt of which is hereby acknowledged, and for the remainder FIVE HUNDRED ($500.00) DOLLARS the said IRA J.ESTES AND WIFE, FLORA BELLE ESTES, HAVE EXECUTED FIFTY (50) PROMISSORY MONTHLY NOTES IN THE SUM OF TEN ($10.00) DOLLARS EACH PAYABLE TO THE ORDER OF T.J. MCMORROUGH. ALL OF SAID NOTES BEAR DATE OF JULY 26,1939, THE FIRST NOTE BEING DUE AND PAYABLE ON OR BEFORE AUGUST 26,1939, AND THE OTHERS ON OR BEFORE THE 26TH DAY OF EACH MONTH CONSECUTIVELY THEREAFTER,

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

I, T.J. MCMORROUGH, A WIDOWER

have this day bargained and sold, and do hereby transfer and convey, unto the said IRA J. ESTES AND FLORA BELLE ESTES, THEIR heirs and assigns, certain real estate in Davidson County, Tennessee. as follows:

BEING A TRACT OF LAND IN THE 2ND,FORMERLY THE 3RD; CIVIL DISTRICT OF DAVIDSON COUNTY,TENNESSEE, DESCRIBED ACCORDING TO A SURVEY MADE BY BLANCHARD & PARRISH, ENGINEERS, JULY 18,1939, AS FOLLOWS:

BEGINNING ON THE SOUTHERLY MARGIN OF PIN HOOK ROAD AT THE NORTHWEST CORNER OF THE ESTES PROPERTY;THENCE WITH ESTES' WESTERLY LINE SOUTH 1 DEGREE 10 MINUTES WEST 1081,FEET TO A STAKE AND ELM POINTER;THENCE SOUTH 74 DEGREES 17 MINUTES WEST 754 FEET TO A STAKE;THENCE NORTH 1 DEGREES10 MINUTES EAST 1328 FEET TO A STAKE IN THE SOUTHERLY MARGIN OF PIN HOOK ROAD;THENCE WITH SAID ROAD SOUTH 86 DEGREES 27 MINUTES EAST 727 FEET TO THE BEGINNING, CONTAINING 20 ACRES.

THIS IS PART OF THE SAME PROPERTY CONVEYED TO T.J. MCMORROUGH BY DEED FROM R.J. YOUNG AND WIFE, OF RECORD IN BOOK NO. 967 PAGE 230, REGISTER'S OFFICE OF DAVIDSON COUNTY,TENNESSEE.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said IRA J.ESTES AND WIFE, FLORA BELLE ESTES,THEIR heirs and assigns, forever, I covenant that I AM lawfully seized and possessed of said real estate in fee simple, have good right to convey it, and that the same is unencumbered.

I further covenant and bind MYSELF MY heirs and representatives, to warrant and forever defend the title to said real estate to said IRA J.ESTES AND WIFE, FLORA BELLE ESTES,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 IRA J. ESTES AND WIFE FLORA BELLE ESTES, do hereby transfer and convey unto BATTLE MCMORROUGH , 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.