WE , the said JOHN W.BLAIR AND WIFE, MYRA J.BLAIR, , do hereby agree to keep all buildings now on, or to be hereafter erected on said property, insured in some reliable fire AND WIND-STORM 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. COMPANY

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 JOHN W.BLAIR AND WIFE, MYRA J.BLAIR, , 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 JOHN W.BLAIR, HIS 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. ALL TAXES FOR 1940 TO BE PRO RATED AS OF SEPTEMBER 30, 1940; ALL RENTS TO BE PRO RATED AS OF SEPTEMBER 30, 1940. *

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. *AS OF SEPTEMBER 30, 1940 SAID BLAIR ASSUMING ALL LEASES AS OF SEPTEMBER 30, 1940. ALL INSURANCE PREMIUMS PRO RATED AS OF SEPTEMBER 30, 1940.

~~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

and JOHN W.BLAIR AND WIFE, MYRA J.BLAIR, , hereunto set our hands

at NASHVILLE, , Tennessee, this the 1ST day of OCT. ,19 40.

(SEAL) LIFE & CASUALTY INSURANCE COMPANY OF TENNESSEE,

ATTEST: BY J.E.ACUFF, VICE PRESIDENT.

E.R.DERRYBERRY, SECRETARY.

JOHN W.BLAIR

MYRA J.BLAIR

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, MARY B.MCALPINE, , a Notary Public in and for said County and State, the within named JOHN W.BLAIR AND WIFE, MYRA J. BLAIR,

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 25 day of OCT. 19 40.

My commission expires 7-7-41.

(Seal) MARY B.MCALPINE, 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 J.E.ACUFF, AND E.R.DERRYBERRY 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 J.E.ACUFF AS VICE PRESIDENT, AND ATTESTING THE SAME BY E.R.DERRYBERRY AS SECRETARY.

WITNESS MY HAND AND OFFICIAL SEAL AT OFFICE, IN NASHVILLE,TENNESSEE, THE 25TH DAY OF OCTOBER, 1940.

(SEAL) MRS.ELIZABETH GENTRY,
NOTARY PUBLIC.

MY COM.EX. JULY 8, 1941.

U.S.R.S. $27.50

RECD OCT.25, 1940 AT 1:39 P M

NUMBER 48058 RECORDED OCT. 26, 1940. ROBERT LUSK, ET UX TO LUTHER HIGGINS, ET UX.

SMITH MARSHALL & SPEED CO. NASHVILLE

INSTALLMENT DEED

Book No. 1169

FOR AND IN CONSIDERATION of the sum of SEVEN HUNDRED AND FIFTY ($750.00) DOLLARS

of which TWENTY-FIVE ($25.00) DOLLARS has been paid in cash by

LUTHER HIGGINS , the receipt of which is hereby acknowledged, and for the remainder

SEVEN HUNDRED AND TWENTY-FIVE ($725.00) DOLLARS

the said LUTHER HIGGINS AND WIFE, MAMIE HIGGINS,

HAVE EXECUTED AND DELIVERED THEIR SEVENTY-TWO (72) PROMISSORY NOTES OF EVEN DATE WITH THIS INSTRUMENT, NUMBERED 1 TO 72, BOTH INCLUSIVE, THE FIRST 71 NOTES BEING FOR TEN ($10.00) DOLLARS EACH AND NOTE NO. 72 BEING FOR FIFTEEN ($15.00) DOLLARS; ALL PAYABLE TO THE ORDER OF ROBERT LUSK MONTHLY, BEGINNING ON THE 18TH DAY OF JULY, 1938 AND CONTINUING ON THE 18TH DAY OF EACH AND EVERY MONTH THEREAFTER UNTIL ALL ARE PAID. ALL OF SAID NOTES BEAR INTEREST FROM DATE AT SIX PER CENT (6%) AND ARE SECURED BY A LIEN ON THE PROPERTY HEREIN CONVEYED, WHICH LIEN IS EXPRESSLY RETAINED, AND PROVIDE FOR THE PAYMENT OF ATTORNEY'S FEES AND ALL COSTS OF COLLECTION IN THE EVENT OF DEFAULT.

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

WE, ROBERT LUSK AND WIFE, BINNIE BRIGGS LUSK

have this day bargained and sold, and do hereby transfer and convey, unto the said

LUTHER HIGGINS AND WIFE, MAMIE HIGGINS, - heirs and assigns, certain real estate in Davidson County, Tennessee. as follows:

THE WESTERLY ONE-HALF OF LOT NO. 4 ON THE PLAN OF THE SUBDIVISION OF LOTS NOS. 8, 9, AND 10, OF THE BOYD, MCNAIRY ADDITION TO NASHVILLE, AS OF RECORD IN BOOK 21, PAGE 93, R.O.D.C. TENNESSEE. SAID WESTERLY ONE-HALF OF LOT 4 FRONTS 50 FEET ON THE SOUTHERLY SIDE OF BOOKER, FORMERLY HARDING, STREET AND RUNS BACK BETWEEN PARALLEL LINES 192 FEET TO AN ALLEY, AND BEING THE SAME PROPERTY HERETOFORE CONVEYED TO WILLIAM BRYANT AND WIFE, LULA MAY BRYANT, BY DEED FROM LULA G. STEWART, A WIDOW, OF RECORD IN BOOK 681, PAGE 128, R.O.D.C., TENNESSEE.

AND BEING THE SAME PROPERTY CONVEYED TO ROBERT LUSK BY DEED FROM L. R. CAMPBELL, OF RECORD IN BOOK 1085, PAGE 179, R.O.D.C., TENNESSEE.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said LUTHER HIGGINS AND WIFE, MAMIE HIGGINS, 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 BY 1938 TAXES OF WHICH PURCHASERS AGREE TO PAY ONE HALF. WE further covenant and bind OURSELVES, OUR heirs and representatives, to warrant and forever defend the title to said real estate to said LUTHER HIGGINS AND WIFE, MAMIE HIGGINS, 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 LUTHER HIGGINS AND WIFE, MAMIE HIGGINS,

do hereby transfer and convey unto ROBERT LUSK , 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.

I hereby certify that I am the true and lawful holder of the claim secured by the within deed of trust and that the same has been fully paid and satisfied, and I hereby acknowledge the satisfaction thereof and release the lien thereby secured. This 7 day of Dec. 1942

Robert Lusk

DEPUTY REGISTER