WE , the said L.V.PASCHAL AND WIFE, ANNIE PASCHAL, , 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 $ 1500.00 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 herein, the same to bear interest from the date of such payment.

Now, if WE , the said L.V.PASCHAL AND WIFE, ANNIE PASCHAL, , 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 L.V.PASCHAL AND WIFE, ANNIE PASCHAL, - 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 -- 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 O.L.HOSAY AND WIFE, MARTHA HOSAY HEREUNTO SET OUR HANDS AT PULASKI, TENN. , hereunto set our hands and L. V. PASCHAL AND WIFE, ANNIE PASCHAL, at ASHVILLE, , Tennessee, this the 10TH day of SEPT. , 1941 .

O.L.HOSAY.
MARTHA HOSAY
L.V.PASCHAL
ANNIE PASCHAL

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, J.B.ROBINSON, , a Notary Public in and for said County and State, the within named L.V.PASCHAL AND WIFE, ANNIE PASCHAL, TWO OF 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 , 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 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 29TH day of SEPTEMBER, 1941 .

My commission expires APRIL 7TH, 1942.

(Seal) J.B. ROBINSON,
Notary Public.

STATE OF TENNESSEE, ~~DAVIDSON~~ COUNTY OF GILES.

Personally appeared before me, A.R.RICHARDSON, , a Notary Public in and for said County and State, the within named O.L.HOSAY AND WIFE, MARTHA HOSAY, TWO OF 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 , 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 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~~ PULASKI, Tennessee, this 12 day of SEPTEMBER 1941.

My commission expires JULY 15, 1945.

(Seal) A.R.RICHARDSON,
Notary Public.

U.S.R.S. $1.10

RECD SEPT. 29, 1941 AT 3:06 P M
MM

NUMBER 67827 RECORDED SEPT 30, 1941 J. P. ELLIS, ET AL TO LEWIS R. MEFFORD, ET UX

SIGAL MARSHALL & BRUCE CO. NASHVILLE

INSTALLMENT DEED

Book No. 1172

FOR AND IN CONSIDERATION of the sum of THREE THOUSAND SEVEN HUNDRED AND FIFTY ($3,750.00) DOLLARS of which THREE HUNDRED AND FIFTY ($350.00) - - - - - - - DOLLARS has been paid in cash by LEWIS R. MEFFORD AND WIFE, MARY F. MEFFORD , the receipt of which is hereby acknowledged, and for the remainder OFTHREE THOUSAND, FOUR HUNDRED ($3,400.00) - - - - - - - DOLLARS the said LEWIS R. MEFFORD AND WIFE, MARY F. MEFFORD HAVE EXECUTED THEIR JOINT PROMISSORY NOTE OF EVEN DATE HEREWITH IN THE SUM OF $1,800.00 PAYABLE TO THE ORDER OF J. P. ELLIS, TRUSTEE WHICH NOTE IS PAYABLE IN TWELVE (12) EQUAL SEMI-ANNUAL INSTALLMENTS OF OF ONE HUNDRED AND FIFTY ($150.00) DOLLARS EACH, DUE ON MARCH 1ST AND SEPTEMBER 1ST OF EACH YEAR FOR SIX YEARS BEGINNING WITH 1942; THE INTEREST ON SAID NOTE AT 6% PER ANNUM BEING DUE AND PAYABLE SEMI-ANNUALLY, AND SAID NOTE IS SUBJECT AND SUBORDINATE TO A NOTE FOR $1,600.00 HELD BY G.M. KIRKPATRICK AND DUE IN SEPTEMBER 1943, AND SECURED BY A DEED OF TRUST RECORDED IN BOOK - - PAGE - - REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE; SAID TRUST DEED NOTE FOR $1,600.00 BEING THE REMAINDER OF THE CONSIDERATION SET OUT ABOVE AS SAID LEWIS R. MEFFORD AND WIFE MARY F. MEFFORD, ARE BUYING THE PROPERTY HEREIN CONVEYED SUBJECT TO SAID FIRST MORTGAGE TRUST DEED NOTE OF $1,600.00

PART OF

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, J. P. ELLIS AND J. P. ELLIS, TRUSTEE FOR J. PORTER ELLIS, JR AND JIMMIE W. ELLIS have this day bargained and sold, and do hereby transfer and convey, unto the said LEWIS R. MEFFORD AND WIFE, MARY F. MEFFORD, THEIR heirs and assigns, certain real estate in Davidson County. Tennessee. as follows:

A CERTAIN TRACT OF LAND IN THE VILLAGE OF MCWHIRTERSVILLE, NOW DONELSON, TENNESSEE, IN THE 3RD, FORMERLY THE 2ND, CIVIL DISTRICT OF SAID COUNTY, AND DESCRIBED AS FOLLOWS; BEGINNING IN THE CENTER OF THE NASHVILLE AND LEBANON TURNPIKE ROAD AT THE S. W. CORNER OF THE HAL HARDING PLACE; THENCE WESTWARDLY WITH THE CENTER OF SAID TURNPIKE 93 FEET TO THE EASTERLY MARGIN OF AN ALLEY SEPERATING THIS LOT FROM THE OLD CHRISTIAN CHURCH LOT; THENCE WITH THE EASTERLY MARGIN OF SAID ALLEY AND CONTINUING BEYOND END OF SAID ALLEY NORTH 12½ DEGREES EAST 187½ FEET TO A POINT, BEING THE NORTH WESTERLY CORNER OF LOT CONVEYED BY E. S. FULGHAM AND WIFE, TO E. E. FULGHUM BY DEED OF RECORD IN BOOK 638, PAGE 62 REGISTLER'S OFFICE FOR AID COUNTY; THENCE WITH THE NORTHERLY MARGIN OF SAID LOT SOUTH 75 DEGREES EAST 93 FEET TO THE WEST LINE OF THE HAL HARDING PLACE; THENCE WITH SAID LINE SOUTH 12½ DEGREES WEST 187½ FEET TO THE POINT OF BEGINNING.

BEING TRACT NO 1 OF LAND CONVEYED TO J. P. ELLIS BY DEED OF L. B. SIMON AND WIFE, & R. A. SANFORD AND WIFE, OF RECORD IN BOOK 888, PAGE 638 SAID REGISTER'S OFFICE AND THE SAME LAND CONVEYED TO J. P. ELLIS, TRUSTEE FOR J. PORTER ELLIS, JR AND JIMMIE W. ELLIS, BY DEED OF G. M. KIRKPATRICK AND WIFE, SUSIE S. KIRKPATRICK OF RECORD IN BOOK - - PAGE - - SAID REGISTER'S OFFICE.

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

EXCEPT AS HEREIN SET OUT AND 1941 TAXES WHICH ARE TO BE PRO RATED AS OF DATE OF DEED I further covenant and bind MYSELF, MY heirs and representatives, to warrant and forever defend the title to said real estate to said LEWIS R. MEFFORD AND WIFE, 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 WIFE, MARY F. MEFFORD do hereby transfer and convey unto J. W. RICHMOND , 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.