WE, the said E. O. HARBIN AND WIFE, MABEL S. HARBIN, 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 $ 5400.00 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 E. O. HARBIN AND WIFE, MABEL S. HARBIN, 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 E. O. HARBIN AND WIFE, MABEL S. HARBIN, 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 BAXTER CATO 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 HELEN C. JOHNSON AND HUSBAND, ROBERT L. JOHNSON; and E. O. HARBIN AND WIFE, MABEL S. HARBIN, hereunto set our hands at NASHVILLE, Tennessee, this the 11TH day of APRIL, 19 41.

HELEN C. JOHNSON

ROBERT L. JOHNSON

E. O. HARBIN

MABEL S. HARBIN

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, IRIS L. GROOMES, a Notary Public in and for said County and State, the within named HELEN C. JOHNSON AND HUSBAND, ROBERT L. JOHNSON, AND E. O. HARBIN AND WYFE, MABEL S. HARBIN 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 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 12TH day of APRIL, 19 41.

My commission expires JAN. 4TH, 1944.

(Seal) IRIS L. GROOMES
Notary Public.

U.S.R.S. $2.75

RECEIVED APRIL 14, 1941, AT 11:21 A.M.



NUMBER 57723 RECORDED APR 16, 1941 J. C. VILLINES, JR TO EARL C. RAYBURN, ET UX

# INSTALLMENT DEED

Book No. 1179

FOR AND IN CONSIDERATION of the sum of (500.00) FIVE HUNDRED AND NO/100 - - - - - DOLLARS of which 150.00 ONE HUNDRED AND FIFTY AND 00/100 - - - - - - - DOLLARS has been paid in cash by EARL C. RAYBURN AND WIFE RUBY JEWEL RAYBURN, the receipt of which is hereby acknowledged, and for the remainder ($350.00) THREE HUNDRED AND FIFTY - - 00/100 - - - DOLLARS the said EARL C/ RAYBURN AND WIFE RUBY JEWEL RAYBURN HAVE EXECUTED THEIR THREE NOTES, PAYABLE TO THE ORDER OF THEMSELVES, DATED FEBRUARY 18TH, 1941, PAYABLE AS FOLLOWS, THE 1ST NOTE BEING FOR THE SUM OF $100.00 AND FALLING DUE THREE MONTHS FROM DATE, THE 2ND NOTE BEING FOR $100.00 AND FALLING DUE 6 MONTHS FROM DATE AND THE 3RD AND LAST NOTE BEING FOR $150.00 AND FALLING DUE 9 MONTHS FROM DATE.

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

BY J. C. VILLINES, TRUSTEE WHO

have this day bargained and sold, and do hereby transfer and convey, unto the said EARL C. RAYBURN AND WIFE RUBY JEWEL RAYBURN, THEIR heirs and assigns, certain real estate in Davidson County, Tennessee. as follows:

BEING A TEN ACRE TRACT, HALF OF A TWENTY ACRE TRACT, MORE OR LESS, OF THE W. H. MCCALL FARM, LOCATED ON THE MEMPHIS TO BRISTOL HIGHWAY, IN THE 9TH CIVIL DISTRICT OF DAVIDSON COUNTY, SAID TWENTY ACRE TRACT OF LAND CONVEYED BY DEED FROM W. H. MCCALL AND WIFE MRS. W. H. MCCALL TO J. C. VILLINES, TRUSTEE AS OF RECORD IN BOOK 911 PAGE 439 R.O.D.C. TENN. AND CONVEYED BY J. C. VILLINES, TRUSTEE, TO ROBERT L. PATTON AND WIFE, LUSTER PATTON, BOOK 913, PAGE 313 R.O.D.C. TENN AND CONVEYED BY ROBERT L. PATTON AND WIFE, LUSTER PATTON TO J. C. VILLINES, TRUSTEE, BOOK 1044, PAGE 271. SAID HALF OF THE TWENTY ACRE TRACT HEREIN CONVEYED, BEING THE WESTERLY HALF OF SAID TWENTY ACRE TRACT CONTAINING TEN ACRES MORE OR LESS, AS FOLLOWS: BEGINNING AT A POINT IN THE CENTER OF THE MEMPHIS BRISTOL HIGHWAY 475 FEET SOUTHWEST OF POINT WHERE EASTERN LINE OF THE LAND FORMERLY OWNED BY W. H. MCCALL CROSSES SAID HIGHWAY, THENCE RUNNING N 19½° W WITH THE EAST LINE OF A TEN ACRE TRACT OF LAND, CONVEYEDTO J. C. VILLINES, TRUSTEE 1720 FEET TO A POINT THENCE N 77° E 250 FEET TO POINT, THENCE SOU 3° W 407 FEET TO A POINT, THENCE S 88° E 254 FEET MORE OR LESS TO A POINT THENCE S 15½° EAST 1208 FEET TO A POINT IN THE CENTER OF THE MEMPHIS TO BRISTOL HIGHWAY THENCE S 60° W WITH CENTER OF THE SAID HIGHWAY 237½ FEET TO THE BEGINNING POINT, AND CONTAINING TEN ACRES MORE OR LESS.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said EARL RAYBURN AND WIFE RUBY 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 heirs and representatives, to warrant and forever defend the title to said real estate to said EARL C. RAYBURN AND WIFE RUBY JEWELL RAYBURN, 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 THIS DAY, the said EARL C RAYBURN AND WIFE RUBY JEWEL RAYBURN do hereby transfer and convey unto HARRY G. NICHOL, 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.