NUMBER 35951 RECORDED SEPT. 16, 1942

J. A. E.

DEED-FROM

FLETCHER JONES AND WIFE,
THELMA DICKENS JONES

TO

HERBERT A. BUSH AND WIFE,
BESSIE A. BUSH

I declare that I am the true and lawful holder of the claim secured by the instrument within recorded, and hereby acknowledge the satisfaction thereof and discharge of the same. Witness my hand this ___ day of ___ 1945
Attest: ___

FOR AND IN CONSIDERATION OF THE SUM OF TWENTY-SEVEN HUNDRED EIGHTY-FIVE AND NO/100 DOLLARS ($2785.00), PAID AND TO BE PAID BY HERBERT A. BUSH AND WIFE, BESSIE A. BUSH, AS FOLLOWS: THREE HUNDRED EIGHTY-FIVE AND NO/100 DOLLARS ($385.00) CASH IN HAND PAID THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, AND FOR THE BALANCE OF TWENTY FOUR HUNDRED AND NO/100 DOLLARS ($2400.00) THE SAID HERBERT A. BUSH AND WIFE BESSIE A.BUSH, HAVE THIS DAY EXECUTED THEIR ONE PROMISSORY NOTE PAYABLE TO THE ORDER OF FLETCHER JONES FOR THE SUM OF $2400.00, THE SAME BEARING INTEREST AT THE RATE OF FIVE PER CENT (5%) PER ANNUM, PAYABLE PRINCIPAL AND INTEREST IN MONTHLY INSTALLMENTS OF TWENTY FOUR AND 00 ($24.00) EACH, THE FIRST INSTALLMENT TO BE DUE ONOCTOBER 10,1942, AND ANOTHER LIKE SUM ON THE 10TH DAY OF EACH SUCCEEDING MONTH UNTIL THE MATURITY OF THE ENTIRE DEBT PRINCIPAL AND INTEREST; PAYAMENT TO BE APPLIED FIRST TO INTEREST ON THE UNPAID BALANCE AND THE REMAINDER TO PRINCIPAL. INTEREST ON THE NOTE SHALL BE FIGURED FROM SEPTEMBER 10,1942, AND EXTRA PAYMENTS MAY BE MADE AT ANY TIME AND INTEREST WILL BE CHARGED ONLY ON UNPAID BALANCE

SAID NOTE ALSO PROVIDES THAT TIME IS OF THE ESSENCE OF THE CONTRACT AND THAT IN THE EVENT OF DEFAULT IN THE PAYMENT OF ANY INSTALLMENT FOR A PERIOD OF THIRTY DAYS, THE HOLDER OF SAID NOTE MAY AT HIS OPTION DECLARE THE ENTIRE REMAINDER OF THE DEBT PRINCIPAL AND INTEREST, IMMEDIATELY DUE AND COLLECTIBLE AND PROCEED AT ONCE TO FORECLOSE AND THAT A FAILURE TO EXERCISE THE OPTION FOR ANY DEFAULT SHALL NOT CONSTITUTE A WAIVER OF THE RIGHT TO EXERCISE THE OPTION AT ANY OTHER TIME; AND PROVIDES FOR THE PAYMENT OF ATTORNEY'S FEES, IF THE SAME IS PLACED IN THE HANDS OF AN ATTORNEY, AND FOR THE PAYMENT OF ALL COSTS OF COLLECTION.

IN ADDITION TO THE AGREEMENT CONTAINED IN SAID NOTE, THE GRANTEES HEREUNDER ALSO AGREE TO PAY THE HOLDER OF SAID NOTE EACH MONTH ONE TWELFTH OF THE ESTIMATED ANNUAL AGGREGATE OF STATE AND COUNTY TAXES AND CITY TAXES IF ANY AND PREMIUMS FOR FIRE AND WINDSTORM INSURANCE, WHICH SAID GRANTEES ARE REQUESTED TO PAY AS HEREIN PROVIDED, AND FROM THE SUM SO PAID, THE HOLDER OF NOTE SHALL PAY TAXES AND INSURANCE AS THEY MATURE; AND THE RIGHT OF THE HOLDER OF SAID NOTE TO DECLARE A DEFAULT AND FORECLOSE SHALL EQUALLY APPLY TO DEFAULTS IN THE PAYMENT OF TAXES AND INSURANCE PREMIUMS.

TO SECURE THE PAYMENT OF SAID NOTE, PRINCIPAL AND INTEREST ATTORNEY FEES AND TAXES AND INSURANCE PREMIUMS, A LIEN IS EXPRESSLY RETAINED ON THE LAND HEREIN CONVEYED.

WE, FLETCHER JONES AND WIFE, THELMA DICKENS JONES, HAVE THIS DAY BARGAINED AND SOLD, AND DO HEREBY TRANSFER AND CONVEY UNTO THE SAID HERBERT A. BUSH AND WIFE, BESSIE A.BUSH, THEIR HEIRS AND ASSIGNS, CERTAIN REAL ESTATE IN DAVIDSON COUNTY, TENNESSEE, AS FOLLOWS;

BEING LOT NO. 6 ON THE MAP SHOWING SUBDIVISION OF THE WATERS PLACE ON MAXEY LANE, AS OF RECORD IN BOOK 332, PAGES 136, AND 137 REGISTER' S OFFICE FOR SAID COUNTY.

SAID LOT NO.6 FRONTS 50 FEET ON THE SOUTHERLY SIDE OF THE WILLIAMS FERRY ROAD AND RUNS BACK BETWEEN PARALLEL LINES 160 FEET TO AN ALLEY.

65259 MARSHALL & BRUCE CO. NASHVILLE

BEING THE SAME PROPERTY CONVEYED TO FLETCHER JONES AND WIFE, THELMA DICKENS JONES BY DEED FROM WILLIE HAYES HOOPER AND HUSBAND, OF RECORD IN BOOK 1165, PAGE 655, SAID REGISTER'S OFFICE.

TO HAVE AND TO HOLD SAID REAL ESTATE, WITH THE APPURTENANCES ESTATE TITLE AND INTEREST THERETO BELONGING TO THE SAID HERBERT A. BUSH AND WIFE, BESSIE A. BUSH, THEIR HEIRS, AND ASSIGNS, FOREVER. THE SAID FLETCHER JONES AND WIFE THELMA DICKENS JONES, COVENANT THAT THEY ARE LAWFULLY SEIZED AND POSSESSED OF SAID REAL ESTATE IN FEE SIMPLE HAVE A GOOD RIGHT TO CONVEY IT, AND THAT THE SAME IS UNENCUMBERED EXCEPT FOR TAXES FOR 1942, ONE - FOURTH (1/ 4TH) OF WHICH ARE ASSUMED BY THE GRANTEES.

THE SAID FLETCHER JONES AND WIFE, THELMA DICKENS JONES FURTHER COVENANT AND BIND THEMSELVES THEIR HEIRS, AND ASSIGNS, TO WARRANT AND FOREVER DEFEND THE TITLE TO SAID REAL ESTATE TO HERBERT A.BUSH AND WIFE, BESSIE A. BUSH, 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 NOTE AND THE PROVISIONS HEREOF, AND RENDERING UNNECESSARY COURT PROCEEDINGS, FOR THE ENFORCEMENT OF SAID LIEN IN THE EVENT OF THE NON PAYMENT OF SAID NOTE, AS IT MATURES, AS HEREIN PROVIDED, AND FOR THE CONSIDERATION OF ONE DOLLAR TO US IN HAND PAID, WE THE SAID HERBERT A.BUSH, AND WIFE, BESSIE A. BUSH, DO HEREBY TRANSFER AND CONVEYUNTO A.B.. GIBSON, TRUSTEE HIS SUCCESSORS, AND ASSIGNS, THE REAL ESTATE HEREINBEFORE DESCRIBED WITH THE APPURTENANCES, ESTATE , TITLE, AND INTEREST THERETO BELONGING FOR THE PURPOSES AFORESAID ONLY.

THE SAID HERBERT A.BUSH AND WIFE BESSIE A. BUSH, HEREBY AGREE TO KEEP ALL BUILDINGS NOW ON, OR TO BE HEREAFTER ERECTED ON SAID PROPERTY, INSURED AGAINST FIRE FOR $2250.00 AND WINDSTORM FOR $2250.00 IN SOME RELIABLE INSURANCE COMPANY OR COMPANIES UNTIL THE DEBT HEREIN SECURED IS 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 NOTE AND/ OR DEBT, AS HIS INTEREST MAY APPEAR; AND FURTHER AGREE TO KEEP THE IMPROVEMENTS ON SAID PROPERTY IN GOOD REPAIR, AND PRESERVATION, AND TO PAY ALL TAXES AND ASSESSMENTS THEREON, AS HEREIN PROVIDED, AND IN CASE OF FAILURE TO DO EITHER, THEN THE SAID TRUSTEE OR THE LAWFUL OWNER AND HOLDER OF SAID NOTE 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 FROMTHE DATE OF SUCH PAYMENT.

NOW IF THE SAID HERBERT A. BUSH AND WIFE BESSIE A. BUSH, SHALL PAY THE NOTE AFORESAID WHEN DUE ACCORDING TO ITS TERMS PAY TAXES, KEEP UP REPAIRS, AND PAY INSURANCE PREMIUMS AS AFORESAID, THEN THIS TRUST CONVEYANCE SHALL BE OF NO FURTHER FORCE AND EFFECT, BUT IF THEY FAIL TO PAY SAID INSTALLMENTS PROMPTLY WHEN DUE AND SUCH DEFAULT SHALL CONTINUE FOR THIRTY DAYS OR IF, FAILING TO PAY TAXES AND INSURANCE PREMIUMS AS HEREIN PROVIDED, OR FAIL TO REIMBURSE THE TRUSTEE OR LAWFUL OWNER AND HOLDER OF SAID NOTE FOR ALL SUMS, WITH INTEREST SO EXPENDED, BY SAID TRUSTEE, OR LAWFUL OWNER AND HOLDER OF SAID NOTE 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 NOTE OR DEBT, SHALL BE PRIVILEGED TO DECLARE A DEFAULT 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 COURT HOUSE DOOR IN SAID COUNTY TO THE HIGHEST BIDDER FOR CASH, AT PUBLIC OUT- CRY FREE FROM THE EQUITY OF REDEMPTION, HOMESTEAD, DOWER, AND ALL OTHER EXCEPTIONS OF EVERY KIND