SEAT

WE , the said FLETCHER DOUGLAS SEAT AND WIFE, RUBY WILLIAMS, , 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 ~~amount of~~ INSURABLE VALUE 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 FLETCHER DOUGLAS SEAT AND WIFE, RUBY WILLIAMS SEAT , 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 FLETCHER DOUGLAS SEAT AND WIFE, RUBY WILLIAMS SEAT, 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 FLOYD ADKISSON 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 AUSTIN R. JONES AND WIFE, EUNICE JONES

and FLETCHER DOUGLAS SEAT AND WIFE, RUBY WILLIAMS SEAT , hereunto set our hands at NASHVILLE , Tennessee, this the 30TH day of APRIL , 19 43.

AUSTIN R. JONES
EUNICE JONES
FLETCHER DOUGLAS SEAT
RUBY WILLIAMS SEAT

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, C.A. LILLARD , a Notary Public in and for said County and State, the within named AUSTIN R. JONES AND WIFE, EUNICE JONES, AND FLETCHER DOUGLAS SEAT AND WIFE, RUBY WILLIAMS SEAT 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 , 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 30TH day of APRIL 19 43.

My commission expires APRIL 8, 1946

(Seal) C.A. LILLARD
Notary Public.

U.S.R.S.$3.85

REC'D MAY 4, 1943 AT 10:10 A.M.

CM

NUMBER 93367 RECORDED MAY 5, 1943 IDAH LEE KIRKPATRICK TO TAVA M. PRESLEY

COATS MARSHALL & BOUCH CO. NASHVILLE

INSTALLMENT DEED

Book No. 1264

FOR AND IN CONSIDERATION of the sum of ($3750.00) THIRTY SEVEN HUNDRED FIFTY & NO/100 DOLLARS of which ($900.00) NINE HUNDRED & NO/100 DOLLARS has been paid in cash by TAVA M. PRESLEY , the receipt of which is hereby acknowledged, and for the remainder ($2850.00) TWENTY EIGHT HUNDRED FIFTY & NO/100 DOLLARS the said TAVA M. PRESLEY HAS THIS DATE EXECUTED 66 NOTES PAYABLE TO IDAH LEE KIRKPATRICK, 65 FOR THE PRINCIPAL SUM OF $30.00 EACH AND THE LAST BEING THE 66TH FOR THE PRINCIPAL SUM OF $900.00 HOWEVER INTEREST ON THE UNPAID BALANCE HAS BEEN COMPUTED AT THE RATE OF 6% AND ADDED INTO THE FACE OF EACH NOTE, MAKING THE FIRST IN THE AMOUNT OF $44.25 AND THEY REDUCE AT THE RATE OF .15¢ MONTHLY, EXCEPT THE LAST NOTE BEING THE 66TH. NOTE IS IN THE AMOUNT OF $904.50. FIRST NOTE IS DUE JUNE THE 3RD. 1943 AND ONE ON EACH CONSECUTIVE MONTH UNTIL ALL ARE DUE AND PAYABLE. ALL NOTES ARE PAYABLE ON OR BEFORE DUE DATES AND BEAR INTEREST AFTER MATURITY.

~~all of said notes bearing 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, IDAH LEE KIRKPATRICK (UNMARRIED)

have this day bargained and sold, and do hereby transfer and convey, unto the said TAVA M. PRESLEY, FOR HER SOLE AND SEPARATE USE, WITH FULL POWER TO SELL, TRANSFER, MORTGAGE AND CONVEY, WITHOUT THE JOINDER OF HER PRESENT OR ANY FUTURE HUSBAND, AS THOUGH SHE WERE ~~heirs and assigns, certain real estate in Davidson County~~ Tennessee, ~~as follows~~:

A FEME SOLE, AND IF STILL IN HER POSSESSION AT HER DEATH, TITLE TO THE PROPERTY HEREIN CONVEYED TO GO LUCY R. ADAMS.

CERTAIN REAL-ESTATE IN DAVIDSON COUNTY, TENNESSEE, AS FOLLOWS:
BEING PARTS OF LOTS NOS. 23 AND 24 ON THE PLAN OF OLIVIA W. SHARPE'S ADDITION TO NASHVILLE, AS OF RECORD IN BOOK 332, PAGE 17, REGISTER'S OFFICE FOR SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EASTERLY MARGIN OF SETLIFF PLACE, THE COMMON CORNER OF LOTS NOS. 22 AND 23 ON SAID PLAN; THENCE WITH THE EASTERLY MARGIN OF SAID SETLIFF PLACE, NORTHWARDLY 70 FEET TO MCCARVERS' SOUTHWEST CORNER; THENCE WITH MCCARVERS' SOUTHERN BOUNDARY LINE EASTWARDLY 253 FEET, MORE OR LESS, TO THE WESTERLY MARGIN OF AN ALLEY; THENCE WITH SAID ALLEY SOUTHWARDLY 71½ FEET TO C.A. BOWMAN'S NORTHEAST CORNER; THENCE WITH BOWMAN'S NORTHERN BOUNDARY LINE WESTWARDLY 262 FEET, MORE OR LESS, TO THE BEGINNING.

BEING THE SAME PROPERTY CONVEYED TO IDAH LEE KIRKPATRICK AND G.D. HICKS BY DEED FROM LITTELL RUST, TRUSTEE, OF RECORD IN BOOK 962, PAGE 60, THE SAID G.D. HICKS HAVING CONVEYED HIS UNDIVIDED ONE-HALF INTEREST TO IDAH LEE KIRKPATRICK BY DEED OF RECORD IN BOOK 1166 PAGE 616, SAID REGISTER'S OFFICE.

THE PURCHASER, TAVA M. PRESLEY HEREBY ASSUME AND AGREE TO PAY ALL TAXES ASSESSED AGAINST THIS PROPERTY FOR THE YEAR 1943.

I, Idah Lee Kirkpatrick, the within named bargainor, have this day bargained and sold, and do hereby transfer and convey the within described land unto the within named bargainee, to have and to hold the same forever. And I covenant with the said bargainee that I am lawfully seized and possessed of said land; that I have a good right to convey the same; that the same is unincumbered; that I will warrant and forever defend the title to the same against the lawful claims of all persons; and that I will further covenant and bind myself, my heirs and representatives, to warrant and forever defend the title to said land to said bargainee, his heirs and assigns, against the lawful claims of all persons. This 4 day of May, 1943.

Idah Lee Kirkpatrick

DEPUTY REGISTER

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said TAVA M. PRESLEY, HER 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 TAVA M. PRESLEY, HER 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 ME in hand paid I , the said TAVA M. PRESLEY do hereby transfer and convey unto B.R. KENNEDY, JR , 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.