I , the said LILLIE BURKITT , 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 AGAINST FIRE AND WINDSTORM for at least the sum 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.

I 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 I 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 I , the said LILLIE BURKITT , 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 I 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, I 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.

I 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. I 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 LILLIE BURKITT, HER 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 W.H.HAYNES, 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 ELIZABETH GREEN ASHLEY HUGGINS and LILLIE BURKITT, hereunto set our hands at NASHVILLE, Tennessee, this the FIRST day of SEPTEMBER , 19 43 .

ELIZABETH GREEN ASHLEY HUGGINS
LILLIE BURKITT

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, R.EUGENE MYERS, , a Notary Public in and for said County and State, the within named ELIZABETH GREEN ASHLEY HUGGINS AND LILLIE BURKITT, 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 1ST day of SEPT. 19 43 .

My commission expires JAN. 6, 1947.

(Seal) R.EUGENE MYERS, Notary Public.

U.S.R.S. $4.40.
RECD SEPT. 3, 1943 AT 3:31 P M

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, , a Notary Public in and for said County and State, the within named , with whom I am personally acquainted, and who acknowledged that 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 day of 19 .

My commission expires

(Seal) Notary Public.



NUMBER 10080 RECORDED SEPT. 7, 1943.
VICTOR H.WALKER, ET AL TO R.A.PEARCE.

73648 MARSHALL & BRUCE CO. NASHVILLE

# INSTALLMENT DEED

Book No. 1273 ($4750.00)

FOR AND IN CONSIDERATION of the sum of FOUR THOUSAND SEVEN HUNDRED FIFTY AND NO/100 DOLLARS of which FIVE HUNDRED AND NO/100 ($500.00) DOLLARS has been paid in cash by R.A.PEARCE , the receipt of which is hereby acknowledged, and for the remainder, NAMELY FOUR THOUSAND TWO HUNDRED FIFTY AND NO/100 ($4250.00) DOLLARS the said R.A.PEARCE

HAS EXECUTED AND DELIVERED HIS PROMISSORY NOTE IN THE PRINCIPAL AMOUNT OF $4250 PAYABLE IN 61 MONTHLY INSTALLMENTS ALL OF WHICH ARE IN THE AMOUNT OF $35 EACH EXCEPT THE 61ST, OR LAST ONE, WHICH IS IN THE AMOUNT OF $1450; AND THE FIRST ONE OF SAID INSTALLMENT PAYMENTS FALLS DUE ON DECEMBER 1, 1942, AND THE OTHERS, ONE ON THE FIRST DAY OF EACH AND EVERY SUCCEEDING MONTH RESPECTIVELY THEREAFTER. SAID NOTE BEARS INTEREST AT THE RATE OF SIX PER CENT PER ANNUM PAYABLE SEMI-ANNUALLY CALCULATED ON SO MUCH OF SAID PRINCIPAL AMOUNT OF $4250 AS REMAINS UNPAID AFTER EACH MONTHLY INSTALLMENT WILL HAVE BEEN APPLIED.

I declare that I am the true and lawful holder of the within instrument which appeared and formerly, to wit: on the 26 day of Dec. 1946. Witness my hand this 26 day of Dec. 1946. Fulkerson McClellan, Jr. E. Lancaster, Clerk

~~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, VICTOR H.WALKER, JAMES S.WALKER MRS. INA BELL WALKER BENTLEY, FITZALAN SULLIVAN, MIGNONETTE SULLIVAN AND MARTIN SULLIVAN, BEING ALL THE HEIRS AT LAW TO THE LATE JAMES WALKER AND WIFE, MEDA WALKER have this day bargained and sold, and do hereby transfer and convey, unto the said R.A.PEARCE, HIS heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

LAND IN THE 2ND, FORMERLY THE 5TH, CIVIL DISTRICT OF DAVIDSON COUNTY, TENNESSEE, DESCRIBED ACCORDING TO A SURVEY MADE NOVEMBER 16, 1942, BY Z.J.WILKINSON, SURVEYOR, AS FOLLOWS:

BEGINNING AT A POINT IN THE CENTER OF THE MURFREESBORO PIKE, THE SOUTHEAST CORNER OF THE UNA SCHOOL LOT; THENCE WITH THE EASTERN BOUNDARY LINE OF SAID SCHOOL LOT, NORTH 41° 45' EAST 780 FEET TO A HACKBERRY IN THE EASTERN BOUNDARY LINE OF A TRACT OF LAND OWNED BY HILL, BEING ALSO THE NORTHWEST CORNER OF A TRACT OF LAND OWNED BY HORTON, THENCE WITH HORTON'S WESTERN BOUNDARY LINE, SOUTH 24° EAST 487 FEET TO A POINT; THENCE SOUTH 36° 30' WEST, WITH THE NORTHWESTERN BOUNDARY LINE OF A TRACT OF LAND OWNED BY J.CREECH, 303 FEET TO AN IRON PIN, BEING THE NORTHEAST CORNER OF A TRACT OF LAND CONVEYED TO J.F.CREECH BY DEED FROM J.W.WALKER OF RECORD IN BOOK 911, PAGE 304, REGISTERS OFFICE FOR SAID COUNTY, NOW OWNED BY S.J.MYRICK; THENCE WITH MYRICK'S NORTHEASTERN BOUNDARY LINE, NORTH 54° WEST 60 FEET TO AN IRON PIN, MYRICK'S NORTHWEST CORNER; THENCE WITH MYRICK'S NORTHWESTERN BOUNDARY LINE SOUTH 36° 30' WEST 230 FEET TO THE CENTER OF MURFREESBORO PIKE; THENCE WITH THE CENTER OF SAID PIKE, NORTH 54° WEST 436 FEET TO THE BEGINNING, CONTAINING 6.69 ACRES, MORE OR LESS.

BEING PART OF THE PROPERTY CONVEYED TO JAMES WALKER AND MEDA WALKER BY DEED FROM C.B.HARWOOD AND WIFE, OF RECORD IN BOOK 298, PAGE 479, SAID REGISTERS OFFICE.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said R.A.PEARCE, HIS heirs and assigns, forever, lawfully seized and possessed of said real estate in fee simple, have good right to convey it, and that the same is unencumbered. THE PURCHASOR ASSUMES ONE-FOURTH OF 1942 TAXES AND ALL ASSESSMENTS THEREAFTER.

WE covenant that WE ARE WE further covenant and bind OURSELVES, OUR heirs and representatives, to warrant and forever defend the title to said real estate to said R.A.PEARCE, HIS 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 ~~at the maturity~~, as hereinafter provided, and for the consideration of One Dollar to US in hand paid WE , the said R.A.PEARCE AND WIFE, MAUDY PEARCE do hereby transfer and convey unto L.A.NEWMAN , 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.