I , the said RUTH ATKINS , 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 $ 5,000.00 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.

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 RUTH ATKINS , 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 RUTH ATKINS, 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 WILLIAM O. LEE 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 DOROTHY AMELIA BARBER AND HUSBAND, H. M. BARBER and RUTH ATKINS , hereunto set our hands at NASHVILLE , Tennessee, this the 11 day of SEPTEMBER , 19 43 .

DOROTHY AMELIA BARBER
H. M. BARBER
RUTH ATKINS

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, E. B. WALTON , a Notary Public in and for said County and State, the within named RUTH ATKINS, A WIDOW the bargainor , with whom I am personally acquainted, and who acknowledged that SHE 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 21 day of SEPT. 19 43.

My commission expires APR. 9, 1945.

(Seal) E. B. WALTON
Notary Public.

STATE OF ~~TENNESSEE, DAVIDSON~~ GEORGIA, FULTON COUNTY.

Personally appeared before me, H. L. TILLERY , a Notary Public in and for said County and State, the within named DOROTHY AMELIA BARBER AND HUSBAND, H. M. BARBER 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~~ ATLANTA, GEORGIA, this 15TH day of SEPT. 19 43.

My commission expires

(Seal) H. L. TILLERY
Notary Public.

NOTARY PUBLIC, GEORGIA, STATE AT LARGE.
MY COMMISSION EXPIRES MAY 24, 1945

U.S.R.D. $2.40
REGD SEPT. 21, 1943 AT 2:43 P.M.
LM

INSTALLMENT DEED

Book No. 1273

FOR AND IN CONSIDERATION of the sum of ($1950.00) FORTY NINE HUNDRED, FIFTY AND 00/100 DOLLARS of which FOUR THOUSAND AND 00/100 ($1000.00) DOLLARS has been paid in cash by WILLIAM M. STORIE AND WIFE HELEN K. STORIE , the receipt of which is hereby acknowledged, and for the remainder NINE HUNDRED, FIFTY AND 00/100 ($950.00) DOLLARS the said WILLIAM M. STORIE AND WIFE HELEN K. STORIE HAVE THIS DAY EXECUTED THEIR ONE (1) JOINT PROMISSORY NOTE, DUE ON OR BEFORE TWELVE MONTHS FROM DATE OF THIS INSTRUMENT, IN THE AMOUNT OF NINE HUNDRED, FIFTY AND 00/100 ($950.00) DOLLARS AND BEARING INTEREST AT THE RATE OF 6%, SAID NOTE PAYABLE TO THE ORDER OF MRS. GRACIE B. GADDES GARLAND AND JOHN T. GARLAND.

~~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, MRS. GRACIE B. GADDES GARLAND AND HUSBAND JOHN T. GARLAND

have this day bargained and sold, and do hereby transfer and convey, unto the said

WILLIAM M. STORIE AND WIFE HELEN K. STORIE, THEIR

heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

A TRACT OF LAND IN THE 9TH, FORMERLY THE 11TH, CIVIL DISTRICT OF DAVIDSON COUNTY, TENNESSEE, DESCRIBED ACCORDING TO SURVEYS MADE ON OCTOBER 23, 1926 AND AUGUST 29, 1929, BY ED L. SMITH, SURVEYOR, AS FOLLOWS:

BEGINNING AT A STAKE IN THE CENTER OF THE HARDING TURNPIKE ROAD AS WIDENED, THE SOUTHEAST CORNER OF THIS TRACT; THENCE NORTH 28¼ DEGREES WEST 330 FEET TO A STONE, THE NORTHEAST CORNER OF THIS TRACT; THENCE SOUTH 55¼ DEGREES WEST 411.51 FEET TO A STONE, THE NORTHEAST CORNER OF A SMALL TRACT OF LAND CONTAINING ONE ACRE, MORE OR LESS, CONVEYED TO LAURA E. JENNETT, BY DEED FROM GRACIE B. GADDES GARLAND AND HUSBAND JOHN T. GARLAND OF RECORD IN BOOK 831, PAGE 43, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE; THENCE SOUTH 28¼ DEGREES EAST, WITH THEIR EASTERN BOUNDARY LINE, 303.60 FEET TO A STAKE IN THE CENTER OF SAID TURNPIKE ROAD, THEIR SOUTHEAST CORNER; AND THENCE NORTH 60 DEGREES EAST, WITH THE CENTER OF SAID ROAD, 411.51 FEET TO THE BEGINNING, CONTAINING 3-1/5 ACRES, MORE OR LESS.

BEING THE EASTERLY PART OF THE TRACT OF LAND CONVEYED TO MRS. GRACIE B. GADDES GARLAND AND HUSBAND, JOHN T. GARLAND, BY DEED FROM JOHN L. GADDES AND WIFE OF RECORD IN BOOK 774, PAGE 552, OF THE REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE.

TAXES FOR THE YEAR 1943 PRORATED AS OF DATE OF DEED AND ASSUMED BY PURCHASERS.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said WILLIAM M. STORIE AND WIFE HELEN K. STORIE, THEIR heirs and assigns, forever, WE covenant that WE ARE lawfully seized and possessed of said real estate in fee simple, have good right to convey it, and that the same is unencumbered.

WE further covenant and bind OURSELVES, OUR heirs and representatives, to warrant and forever defend the title to said real estate to said WILLIAM M. STORIE AND WIFE HELEN K. STORIE, 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 WILLIAM M. STORIE AND WIFE HELEN K. STORIE do hereby transfer and convey unto HENRY GOODRIDGE , 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.