WE , the said E.G.BLACKMAN AND WIFE, CHRISTINE H.BLACKMAN , 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 $ $3500.00 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.G.BLACKMAN AND WIFE, CHRISTINE H.BLACKMAN , 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.G.BLACKMAN AND WIFE, CHRISTINE H.BLACKMAN,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 A.J.LINX 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 WALTER BATEY AND WIFE, ~~LOIS~~ LOIS S.BATEY and E.G.BLACKMAN AND WIFE, CHRISTINE H.BLACKMAN , hereunto set our hands at NASHVILLE, , Tennessee, this the 23 day of SEPTEMBER , 19 43 .

WALTER BATEY
LOIS S.BATEY
E.G.BLACKMAN
CHRISTINE H.BLACKMAN

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, JOE W.RIVES, a Notary Public in and for said County and State, the within named E.G.BLACKMAN AND WIFE, CHRISTINE H.BLACKMAN, 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 23 day of SEPTEMBER, 1943 19 .

My commission expires JULY 7TH, 1947.

(Seal) JOE W.RIVES,
Notary Public.

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, GLADYS EVANS, a Notary Public in and for said County and State, the within named WALTER BATEY AND WIFE, LOIS S.BATEY, 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 24 day of SEPTEMBER 19 43.

My commission expires JULY 9TH, 1945.

(Seal) GLADYS EVANS,
Notary Public.

U.S.R.S. 91.65
RECD SEPTEMBER 25, 1943 AT 9:03 A.M.

NUMBER 100070 RECORDED SEPT 27, 1943 G.W. HICKS, SR ET AL TO HORACE D. BOYD ET US

INSTALLMENT DEED

Book No. 1273

FOR AND IN CONSIDERATION of the sum of ELEVEN THOUSAND AND NO/100 ($11,000.00 DOLLARS of which TEN THOUSAND AND NO/100 ($10,000.00) DOLLARS has been paid in cash by HORACE D. BOYD AND WIFE, ALLIE REED BOYD , the receipt of which is hereby acknowledged, and for the remainder ONE THOUSAND AND NO/100 ($1,000.00) DOLLARS the said HORACE D. BOYD AND WIFE, ALLIE REED BOYD HAVE EXECUTED AND DELIVERED THEIR FORTY (40) JOINT PROMISSORY NOTES OF EVEN DATE HEREWITH PAYABLE TO THE ORDER OF G.W. HICKS, SR., DOROTHY KENNETT HICKS AND G.W. HICKS, JR., IN THE SUM OF TWENTY FIVE AND NO/100 ($25.00)DOLLARS EACH. THE FIRST OF THE SAID NOTES IS DUE AND PAYABLE OCTOBER 10TH, 1943 AND ANOTHER NOTE IS DUE AND PAYABLE ON THE SAME DAY OF EACH MONTH THEREAFTER UNTIL ALL OF THE SAID NOTES HAVE MATURED.

ALL OF SAID NOTES BEAR INTEREST FROM DATE AT THE RATE OF FIVE PER CENTUM PER ANNUM AND PROVIDED FOR THE PAYMENT OF ATTORNEY'S FEES, AND TO SECURE THE PAYMENT OF SAID NOTES, PRINCIPAL, INTEREST AND ATTORNEY'S FEES A LIEN IS EXPRESSLY RETAINED ON THE LAND HEREIN CONVEYED,BUT SAID LIEN IS A SECOND LIEN THE SAME BEING SUBORDINATE AND INFERIOR TO A LIEN SECURING FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF NASHVILLE THE PAYMENT OF THE SUM OF $7,000.00 WHICH IS SECURED BY A DEED OF TRUST TO LOUIS R. LINX TRUSTEE, OF EVEN 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

WE, G.W. HICKS, SR., DOROTHY KENNETT HICKS AND G.W. HICKS, JR., BEING ALL OF THE HEIRS OF LAW OF LUCILLE HAMPTON HICKS, DECEASED.

have this day bargained and sold, and do hereby transfer and convey, unto the said HORACE D. BOYD AND WIFE, ALLIE REED BOYD,THEIR heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

LAND IN THE 7TH FORMERLY THE 10TH, CIVIL DISTRICT OF DAVIDSON COUNTY,TENNESSEE, BEING THE NORTHERLY HALF OF LOT NO.32 ON THE PLAN OF THE SUBDIVISION OF A PART OF THE OLD JOSEPH VAULX FARM, NOT OF RECORD, BUT DESCRIBED ACCORDING TO A SURVEY MADE JULY 1, 1921, BY ERLE DRAKE, COUNTY SURVEY,AS FOLLOWS:

BEGINNING ON THE SOUTHERLY MARGIN OF KIRKWOOD AVENUE AT J.V. CROCKETT'S NORTHEAST CORNER;THENCE WITH THE SOUTHERLY MARGIN OF SAID AVENUE EASTWARDLY 180 FEET TO A STAKE;THENCE AT RIGHT ANGLES SOUTH 13½ DEGREES EAST 242 FEET;THENCE SOUTH 76½ DEGREES WEST 180 FEET;THENCE NORTH 13½ DEGREES WEST 242 FEET TO THE BEGINNING.

BEING PART OF THE PROPERTY CONVEYED TO LUCILLE HAMPTON HICKS BY DEED FROM BASS WILES AND WIFE, OF RECORD IN BOOK 619, PAGE 232, AND BOOK 633, PAGE 489,REGISTER'S OFFICE FOR SAID COUNTY, AND BEING THE SAME PROPERTY ACQUIRED BY G.W. HICKS, SR., DOROTHY KENNETT HICKS AND G.W. HICKS, JR., BEING ALL OF THE HEIRS AT LAW OF LUCILLE HAMPTON HICKS WHO DIED INTESTATE.

THE SAID GREEN W. HICKS, JR, BEING THE SAME PERSON AS G.W. HICKS, JR., APPEARING HEREIN WHO ACQUIRED THE ABOVE DESCRIBED PROPERTY BY INHERITANCE FROM HIS MOTHER, LUCILLE HAMPTON HICKS.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said HORACE D. BOYD AND WIFE, ALLIE REED BOYD,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. EXCEPT TAXES FOR 1943 WHICH HAVE BEEN PRO-RATED AND ASSUMED BY THE GRANTEES.

WE further covenant and bind OURSELVES, OUR heirs and representatives, to warrant and forever defend the title to said real estate to said HORACE D. BOYD AND WIFE, ALLIE REED BOYD,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 HORACE D. BOYD AND WIFE, ALLIE REED BOYD do hereby transfer and convey unto A.J. LINX , 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.