WE , the said LEIGHMAN B. JOHNSON AND WIFE PEARL WRIGHT JOHNSON , 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 $ 900.00 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 LEIGHMAN B. JOHNSON AND WIFE PEARL WRIGHT JOHNSON , 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 LEIGHMAN B. JOHNSON AND WIFE PEARL WRIGHT JOHNSON 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. L. BAINBRIDGE, JR. 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 ALLEN DORSON AND WIFE MARTHA BALLARD DORSON and LEIGHMAN B. JOHNSON AND WIFE PEARL WRIGHT JOHNSON , hereunto set our hands at NASHVILLE, , Tennessee, this the 11TH day of MAY , 19 43.

ALLEN DORSON
MARTHA BALLARD DORSON
LEIGHMAN B. JOHNSON
PEARL WRIGHT JOHNSON

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, K. H. MCKEE , a Notary Public in and for said County and State, the within named ALLEN DORSON AND WIFE MARTHA BALLARD DORSON AND LEIGHMAN B. JOHNSON AND WIFE PEARL WRIGHT JOHNSON 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 ~~husband~~ 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 11TH day of MAY 19 43.

My commission expires APRIL 13, 1944

(Seal) K. H. MCKEE
Notary Public.

U.S.R.S $1.10
RECD JUNE 14, 1943 AT 3:32 P.M.
LW

NUMBER 97001 RECORDED JUNE 15, 1943 MRS. MADGE RAYL PHILLIPS TO BLANCE E. NORMAN

V. I. P.

73647 MARSHALL & BRUCE CO. NASHVILLE

INSTALLMENT DEED

Book No. 1274

FOR AND IN CONSIDERATION of the sum of THIRTEEN HUNDRED & 00/100 ($1300.00) DOLLARS of which TWO HUNDRED & 00/100 ($200.00) DOLLARS has been paid in cash by BLANCHE E. NORMAN , the receipt of which is hereby acknowledged, and for the remainder ELEVEN HUNDRED & 00/100 ($1100.00) DOLLARS the said BLANCHE E. NORMAN HAS EXECUTED A SERIES OF SEVENTY-FOUR NOTES (74) PAYABLE TO THE ORDER OF MRS. MADGE RAYL PHILLIPS, SEVENTY-THREE (73) OF SAID NOTES ARE IN THE SUM OF $15.00 EACH AND THE LAST ONE IN THE SUM OF $5.00, THE FIRST OF SAID SERIES OF NOTES IS DUE ON THE 15TH DAY OF JULY, 1943, AND ANOTHER DUE ON THE SAME DAY OF EACH SUCCEEDING MONTH THEREAFTER, UNTIL ALL HAVE BEEN PAID;

declare that ... Recorded by the instrument within ... Recorded, and ... charge of the lien to secure ... the same in full. This 15 Sept 8 ...
At est: L. P. Wilson Deputy Register
FIRST ... By A. J. Turnbow Pres.

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

I, MRS. MADGE RAYL PHILLIPS, A WIDOW BEING ONE AND THE SAME PERSONS AS MRS. M. RAYL

have this day bargained and sold, and do hereby transfer and convey, unto the said BLANCHE E. NORMAN TO HER SOLE AND SEPARATE USE, FREE FROM THE MARITAL RIGHTS OF HER PRESENT OR ANY FUTURE HUSBAND HER heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

BEING LOT NO.2 ON THE UNRECORDED MAP SHOWING THE DIVISION OF TWO PARTS OF LOT NO.25 IN THE SUBDIVISION OF THE C.C. VERNON FARM, OF RECORD IN BOOK 161, PAGE 164, REGISTER'S OFFICE FOR SAID COUNTY, AND DESCRIBED ACCORDING TO A COPY OF A SURVEY THEREOF MADE BY LEWIS D. JUSTICE, APRIL 30, 1942, AS FOLLOWS:

BEGINNING AT A POINT IN THE EASTERLY MARGIN OF ORLANDO AVENUE, 175.4 FEET NORTH OF THE NORTH MARGIN OF BURGIE AVENUE EXTENDED AT THE CORNER OF LOTS NOS.1 AND 2; THENCE WITH THE LINE BETWEEN SAID LOTS EASTERLY 154.6 FEET TO A POINT IN THE WESTERLY LINE OF LOT NO.5; THENCE WITH THE LINE BETWEEN SAID LOTS NOS.2 AND 5, SOUTH 8° 20' WEST 59.7 FEET TO A POINT, THE COMMON CORNER OF LOTS NOS.2 AND 3; THENCE WITH THE LINE BETWEEN SAID LOTS WESTERLY 157.2 FEET TO THE EASTERLY MARGIN OF ORLANDO AVENUE; THENCE WITH THE MARGIN OF THE SAME NORTHLY 60 FEET TO THE POINT OF BEGINNING.

BEING PART OF THE PROPERTY CONVEYED TO MRS. M.RAYL, NOW PHILLIPS, BY DEED FROM J.A. WILLIAMS, OF RECORD IN BOOK 413, PAGE 141, REGISTER'S OFFICE FOR SAID COUNTY.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said BLANCHE E. NORMAN, HER heirs and assigns, forever, I DO 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 BLANCE E. NORMAN, 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 US in hand paid I , the said BLANCHE E. NORMAN do hereby transfer and convey unto FLOYD ADKISSON , 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.