WE , the said E. O. MARTIN AND WIFE, MARY MARTIN , 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 $ --- 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. O. MARTIN AND WIFE, MARY MARTIN , 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, IF 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. O. MARTIN AND WIFE, MARY MARTIN 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 J. B. WATSON 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 OTTO HACKEBEIL AND WIFE, MINNIE HACKEBEIL

and E. O. MARTIN AND WIFE, MARY MARTIN , hereunto set our hands

at NASHVILLE, Tennessee, this the 25 day of SEPTEMBER , 19 43

OTTO HACKEBEIL
MINNIE HACKEBEIL
E. O. MARTIN
MARY MARTIN

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, DODSON BATSON , a Notary Public in and for said County and State, the within named OTTO HACKEBEIL AND WIFE, MINNIE HACKEBEIL AND E. O. MARTIN AND WIFE, MARY MARTIN 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 25 day of SEPTEMBER 19 43.

My commission expires APRIL 6, 1946 (Seal) DODSON BATSON
Notary Public.

U.S.R.S. $1.10
REC SEPT 28, 1943 AT 8:05 A M
LP

75734 MARSHALL & BRUCE CO. NASHVILLE

INSTALLMENT DEED

Book No. 1278

FOR AND IN CONSIDERATION of the sum of SEVEN HUNDRED AND FIFTY ANDNO/100 DOLLARS
of which TWO HUNDRED AND FIFTY AND NO/100 DOLLARS has been paid in cash by
WILLIAM MCINTYRE AND WIFE MARY MCINTYRE, , the receipt of which is hereby acknowledged, and for the remainder
FIVE HUNDRED AND NO/100 DOLLARS
the said WILLIAM MCINTYRE AND WIFE MARY MCINTYRE, HAVE THIS DAY EXECUTED AND DELIVERED TEN PROMISSORY NOTES OF FIFTY AND NO/100 DOLLARS EACH PAYABLE CONSECUTIVELY ON THE FIFTEENTHH DAY OF EVEY THIRD MONTH, BEGINNING DECEMBER 15,1943, THE LAST NOTE BEING DUE MARCH 15TH,1946

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, interest, and attorney's fees, a lien is expressly retained on the land herein conveyed WE, MRS. SALLIE W. LOVE MRS. EMMA W. D SMUKES, MISS BESSIE W. DAVIS, MRS. VAUGHN FORT AND MRS. ELIZABETH B. WILLIAMS UNION & PLANTERS NAT'L BK.& TR.CO. AND MILBURN K. NOEL EXECUTORS OF THE ESTATE WILLIAM BATE WILLIAMS have this day bargained and sold, and do hereby transfer and convey, unto the said WILLIAM MCINTYRE AND WIFE MARY MCINTYRE T THEIR, heirs and assigns, certain real estate in Davidson County, Tennessee, as follows: BEING LOTS 48,49 AND 50 IN A.M.BROWNS SUBDIVISION AS OF RECORD IN BOOK 57, PAGE 126, REGISTER'S OFFICE OF DAVIDSON COUNTY, TENNESSEE. SAID LOTS FRONT FIFTY FEET EACH ON THE EAST SIDE OF CLEVELAND AVENUE AND RUN BACK BETWEEN PARALLEL LINES 150 FEET TO AN ALLEY BEING PART OF THE PROPERTY CONVEYED TO EVANDER WILLIAMS, EXECUTOR BY DEED FROM J.B. ARMSTRONG TRUSTEE, AND RECORDED IN BOOK 236, PAGE 251, R.O.D.C. TENNESSEE.
ALL COVENANTS AND WARRANTYS HEREIN CONTAINED ARE MADE BY THE UNION PLANTERS NATIONAL BANK AND TRUST COMPANY AND MILBURN K.NOELL IN THEIR REPRESENTATIVE CAPCITIES AS HEREIN SET FORTH AND NOT INDIVIDUALLY AND THE EXECUTION OF SAME SHALL IMPOSE NO PERSONAL LIABILITY UPON EITHER.

STATE OF TENNESSEE
COUNTY OF SHELBY

BEFORE ME THE UNDERSIGNED A NOTARY PUBLIC WITHIN AND FOR SAID COUNTY, AND STATE, AT MEMPHIS DULY COMMISSIONED AND QUALIFIED PERSONALLY APPEARED CLYDE T. DENTON AND E. J.HOUSE, WITH WHOM I AM PERSONALLY ACQUAINTED AND WHO, UPON THEIR SEVERAL OATHS ACKNOWLEDGED THEMSELVES TO BE RESPECTIVELY THE VICE PRESIDENT AND THE SECRETARY OF UNION PLANTER'S NAT'L BANK AND TR.CO. THE WITHIN NAMED BARGAINOR A CORPORATION; AND THEY AS SUCH VICE PRESIDENT AND SECRETARY BEING DULY AUTHORIZED SO TO DO EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED, BY THE SAID CLYDE T. DENTON SUBSCRIBING THERETO THE NAME OF THE CORPORATION, BY HIMSELF AS SUCH VICE PRESIDENT AND BY THE SAID E.J.HOUSE AFFIXING AND ATTESTING THEREN THE CORPORATE SEAL.
WITNESS MY HAND AND NOTARIAL SEAL AT MY OFFICE IN SAID SHELBY COUNTY AT MEMPHIS THIS SEPT. 27, 1943. (SEAL) JOE WALPOLE
NOTARY PUBLIC
MY COMMISSION EXPIRES 01 DAY OF JULY 1945.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said WILLIAM MCINTYRE AND WIFE MARY MCINTYRE, 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 MCINTYRE AND WIFE MARY MCINTYRE 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 MCINTYRE AND WIFE MARY MCINTYRE, do hereby transfer and convey unto WILLIAM IVERSON LOVE, , 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.