WE , the said WILLARD F.SKAGGS AND WIFE, VERA MILDRED SKAGGS, , 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 $ INSURABLE VALUE AGAINST FIRE AND WINDSTORM 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 WILLARD F.SKAGGS AND WIFE, VERA MILDRED SKAGGS, , 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~~ 60 DAYS, 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 TWO 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 WILLARD F.SKAGGS AND WIFE, VERA MILDRED SKAGGS, 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 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 THIRD NATIONAL BANK IN NASHVILLE, A CORPORATION HAS CAUSED THIS INSTRUMENT TO BE EXECUTED BY ITS DULY AUTHORIZED OFFICERS AND ITS CORPORATE SEAL ATTACHED and WILLARD F.SKAGGS AND WIFE, VERA MILDRED SKAGGS, HAVE , hereunto set ~~our~~ THEIR hands at NASHVILLE , Tennessee, this the 12TH day of OCTOBER , 1943..

(SEAL) THIRD NATIONAL BANK IN NASHVILLE,
BY F.M.FARRIS,
PRESIDENT.

ATTEST: W.J.DIEHL,
CASHIER.

WILLARD F.SKAGGS
VERA MILDRED SKAGGS

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, ELIZABETH S.SHACKLETT, , a Notary Public in and for said County and State, the within named WILLARD F.SKAGGS AND WIFE, VERA MILDRED SKAGGS,

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 X husband , the said X , acknowledged the execution of the said instrument to have been done by freely, voluntarily, and understandingly, X without compulsion or constraint from said husband , and for the purposes therein expressed.

Witness my hand and official seal at Nashville, Tennessee, this 13TH day of OCTOBER, 1943..

My commission expires APR.6, 1946.

(Seal) ELIZABETH S.SHACKLETT,
Notary Public.

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

BEFORE ME, R.EUGENE MYERS, NOTARY PUBLIC WITHIN AND FOR SAID COUNTY AND STATE, DULY COMMISSIONED AND QUALIFIED, PERSONALLY APPEARED F.M.FARRIS AND W.J.DIEHL, WITH WHOM I AM PERSONALLY ACQUAINTED, AND WHO UPON THEIR SEVERAL OATHS ACKNOWLEDGED THEMSELVES TO BE RESPECTIVELY THE PRESIDENT AND CASHIER OF THE THIRD NATIONAL BANK IN NASHVILLE, THE WITHIN NAMED BARGAINOR, A NATIONAL BANKING CORPORATION; AND THAT THEY AS SUCH PRESIDENT AND CASHIER BEING AUTHORIZED SO TO DO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED, BY THE SAID F.M.FARRIS SUBSCRIBING THERETO THE NAME OF THE CORPORATION BY HIMSELF AS SUCH PRESIDENT, AND THE SAID W.J.DIEHL ATTESTING AND AFFIXING THEREON THE CORPORATE SEAL.

WITNESS MY HAND AND OFFICIAL SEAL AT OFFICE, THIS THE 15 DAY OF OCTOBER, 1943.

MY COMMISSION EXPIRES JAN.6,1947. (SEAL) R.EUGENE MYERS,
NOTARY PUBLIC.

U.S.R.S. $2.20.
RECD OCTOBER 15, 1943 AT 3:16 P M

INSTALLMENT DEED

Book No. 1278

FOR AND IN CONSIDERATION of the sum of SIX THOUSAND TWO HUNDRED AND FIFTY ($6250.00) DOLLARS of which SEVEN HUNDRED AND FIFTY ($750.00) DOLLARS has been paid in cash by W. R. DUNN , the receipt of which is hereby acknowledged, and for the remainder FIVE THOUSAND FIVE HUNDRED ($5500.00) DOLLARS the said W. R. DUNN HAS EXECUTED AND DELIVERED HIS CERTAIN PROMISSORY INSTALLMENT LIEN NOTE OF EVEN DATE HEREWITH, PAYABLE TO THE ORDER OF F. M. LOFTIN AND PAYABLE IN ANNUAL INSTALLMENTS AS FOLLOWS, NAMELY: ON THE 13TH DAY OF OCTOBER 1944, THE SUM OF FIVE HUNDRED ($500.00) DOLLARS AND THEREAFTER TEN ANNUAL INSTALLMENTS EACH FOR A LIKE AMOUNT, WITH INTEREST ON SAID PRINCIPAL SUM FROM DATE HEREOF UNTIL PAID, AT THE RATE OF SIX PER CENT PER ANNUM, PAYABLE ANNUALLY ON THE 13TH DAY OF OCTOBER OF EACH YEAR. THE PRIVILEGE IS RESERVED IN W. R. DUNN OF PAYING ANY NUMBER OF SAID ANNUAL PAYMENTS OR ALL INSTALLMENTS ON SAID NOTE MAY BE PAID IN FULL ON ANY PAYING DATE, AND SAID NOTE

~~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, F. M. LOFTIN AND WIFE, MINNIE K. LOFTIN

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

W. R. DUNN, HIS heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

LAND IN DAVIDSON COUNTY, TENNESSEE, BEING LOTS NOS. 19 TO 27 INCLUSIVE AND THE SOUTHERLY PART OF LOT NO. 28 ON THE MAP SHOWING SUBDIVISION OF LOTS NOS. 1 AND 2, 55 TO 59 INCLUSIVE AND 100 TO 104 INCLUSIVE ON THE PLAN OF MAYNOR PLACE, AS OF RECORD IN BOOK 843, PAGE 31, REGISTER'S OFFICE FOR SAID COUNTY. SAID LOTS NOS. 19 TO 27 INCLUSIVE FRONT 25 FEET EACH ON THE WESTERLY SIDE OF THE GALLATIN PIKE AND RUN BACK BETWEEN PARALLEL LINES 163¼ FEET TO A DEAD LINE, SAID LOT NO. 19 RUNNING BACK WITH THE NORTHERLY MARGIN OF IVERSON AVENUE.

SAID PART OF LOT NO. 28 FRONTS 25 FEET ON THE WESTERLY SIDE OF THE GALLATIN PIKE AND RUNS BACK 163¼ FEET ON THE SOUTHERLY LINE AND 163¼ FEET, MORE OR LESS, ON THE NORTHERLY LINE TO A DEAD LINE, MEASURING 24 FEET THEREON.

THE TITLE TO SAID PROPERTY BEING IN F. M. LOFTIN BY INHERITANCE FROM HIS MOTHER, MRS. MARY MAYNOR LOFTIN, DECEASED, AND FROM HIS BROTHER, M. C. LOFTIN, DECEASED, AND BY DEED FROM MRS. ALLIE HARDEMAN LOFTIN, WIDOW OF M. C. LOFTIN, DECEASED, OF RECORD IN BOOK 772, PAGE 438, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE.

THE PURCHASER ASSUMES THE PAYMENT OF 1943 STATE AND COUNTY TAXES. IT IS AGREED THAT F. M. LOFTIN AND WIFE, MINNIE K. LOFTIN SHALL HAVE THE PRIVILEGE OF REMOVING FOUR GASOLINE TANKS WITUATED UPON SAID PROPERTY AT ANY TIME WITHIN THE NEXT YEAR.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said W. R. DUNN, HIS 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 W. R. DUNN 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 as they mature as hereinafter provided, and for the consideration of One Dollar to ME in hand paid I , the said W. R. DUNN do hereby transfer and convey unto A. J. MEADOWS, SR. , 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.