WE , the said C. R. FLEMING AND WIFE, ELEANOR LACKEY FLEMING 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 $ 2750.00 FIRE AND TORNADO 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 C. R. FLEMING ANDWIFE, ELEANOR LACKEY FLEMING , 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 C. R. FLEMING ANDWIFE, ELEANOR LACKEY FLEMING 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 MISS RUTH CULLOM 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 LEE RAWLS CULLOM ANDWIFE, EDNA VIOLA CULLOM and C. R. FLEMING AND WIFE, ELEANOR LACKEY FLEMING , hereunto set our hands at NASHVILLE , Tennessee, this the 15TH day of MARCH , 19 44

LEE RAWLS CULLOM
EDNA VIOLA CULLOM
C. R. FLEMING
ELENAOR LACKEY FLEMING

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, D. P. CALDWELL , a Notary Public in and for said County and State, the within named C. R. FLEMING AND WIFE ELEANOR LACKEY FLEMING the bargainor , 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 21ST day of MARCH 19 44.

My commission expires 4-13-47

(Seal) D. P. CALDWELL
Notary Public.

MISSISSIPPI, TATE

STATE OF ~~TENNESSEE, DAVIDSON~~ COUNTY.

Personally appeared before me, V. H. SPIER , a Notary Public in and for said County and State, the within named LEE RAWLS CULLOM AND WIFE, EDNA VISTA CULLOM the bargainor , 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 18TH day of MARCH 19 44

My commission expires MAY 10, 1944.

(Seal) V. H. SPIER
Notary Public.

U.S.R.S. $4.40
REC MARCH 22, 1944 AT 1:50 P M
LP



# INSTALLMENT DEED

Book No. 1282

FOR AND IN CONSIDERATION of the sum of ONE THOUSAND ($1,000.00) DOLLARS of which ONE HUNDRED TWENTY FIVE ($125.00) DOLLARS has been paid in cash by MARION BUCHANAN AND BETTIE BUCHANAN , the receipt of which is hereby acknowledged, and for the remainder EIGHT HUNDRED SEVENTY FIVE ($875.00) DOLLARS DOLLARS the said MARION BUCHANAN AND BETTIE BUCHANAN HAVE EXECUTED THEIR 59 PROMISSORY NOTES, ALL OF EVEN DATE HEREWITH, PAYABLE TO THE ORDER OF HARRY DOOCHIN ,58 OF SAID NOTES ARE FOR $15.00 EACH AND THE LAST OR 59TH NOTE IS FOR $5.00 THE FIRST OF SAID NOTES IS DUE AND PAYABLE ON APRIL 16, 1944, AND THEN ONE NOTE IS DUE AND PAYABLE ON THE 16TH DAY OF EACH MONTH THEREAFTER,

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, HARRY DOOCHIN AND WIFE FRANCIS DOOCHIN have this day bargained and sold, and do hereby transfer and convey, unto the said MARION BUCHANAN AND WIFE BETTIE BUCHANAN AND THEIR, heirs and assigns, certain real estate in Davidson County, Tennessee, as follows: BEING THE NORTHERN HALF OF LOT NO.209 IN MCGAVOCK'S ADDITION TO NASHVILLE, TENNESSEE, IN THE CITY OF NASHVILLE, DAVIDSON COUNTY, TENNESSEE.

SAID LOT FRONT 25 FEET ON THE EAST SIDE OF 14TH AVENUE NORTH (FORMERLY ALBERTA AVENUE) AND RUNS BACK BETWEEN PARALLEL LINES 170 FEET , MORE OR LESS, TO AN ALLEY AND BEING THE SAME PROPERTY CONVEYED TO HARRY DOOCHIN BY DEED OF RECORD IN BOOK 1110, PAGE 562, R.O.D.C. TENNESSEE.

I declare that I am the Grantee mentioned in the instrument with which this affidavit is connected, and that the consideration set forth in said instrument is true and correct as I verily believe. Harry Doochin

Subscribed and sworn to before me this 4 day of April 1944. M. McAnally DEPUTY REGISTER

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said MARION BUCHANAN AND BETTIE BUCHANAN AND THEIR, heirs and assigns, forever, and the said 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 FOR TAXES FOR 1944, WHICH ARE ASSUMED BY THE CONVEYEES, further covenant and bind OURSELVES OUR heirs and representatives, to warrant and forever defend the title to said real estate to said MARION BUCHANAN AND BETTIE BUCHANAN AND 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 MARION BUCHANAN AND BETTIE BUCHANAN do hereby transfer and convey unto ELKIN GARFINKLE , 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.