WE , the said ROLAND H. TOWNSEND AND WIFE MARGARET W. TOWNSEND , 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 $ 3100.00 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 ROLAND H. TOWNSEND AND WIFE, MARGARET W. TOWNSEND , 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 ROLAND H. TOWNSEND AND WIFE MARGARET W. TOWNSEND, 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 B. L. QUARLES, 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 the trust.~~

In Witness Whereof, We, the said NANNIE A. QUARLES, A WIDOW

and ROLAND H. TOWNSEND AND WIFE MARGARET W. TOWNSEND , hereunto set our hands at ~~, Tennessee~~, this the 2ND day of FEBRUARY , 1944.

NANNIE A. QUARLES

ROLAND H. TOWNSEND

MARGARET W. TOWNSEND

STATE OF TENNESSEE, ~~DAVIDSON~~ ANDERSON COUNTY.

Personally appeared before me, MARILEA WATSON , a Notary Public in and for said County and State, the within named ROLAND H. TOWNSEND

the bargainor , with whom I am personally acquainted, and who acknowledged that HE 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~~ OAK RIDGE, Tennessee, this 25TH day of FEBRUARY 1944.

My commission expires JAN. 4, 1948

(Seal) MARILEA WATSON

Notary Public.

STATE OF TENNESSEE, ~~DAVIDSON~~ JACKSON COUNTY.

Personally appeared before me, MARK H. DUDNEY , a Notary Public in and for said County and State, the within named NANNIE A. QUARLES (A WIDOW)

the bargainor , with whom I am personally acquainted, and who acknowledged that SHE 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~~ GAINESBORO, Tennessee, this 3 day of FEBRUARY 1944.

My commission expires JULY 1947

(Seal) MARK H. DUDNEY

Notary Public.

RECEIVED AT 3:20 P. M. APRIL 18, 1944 USRS $3.80 X SEE REVERSE SIDE FOR ACKNOWLEDGMENT



# INSTALLMENT DEED

Book No. 1282

FOR AND IN CONSIDERATION of the sum of ONE THOUSAND EIGHT HUNDRED AND NO/100 ($1800.00) - DOLLARS of which EIGHT HUNDRED AND NO/100 ($800.00) - - - - - - - - - DOLLARS has been paid in cash by PART OF OLLIE SUSIE PATTIE AND HUSBAND, JOSEPH E.PATTIE , the receipt of which is hereby acknowledged, and for the remainder ~~DOLLARS~~ the said OLLIE SUSIE PATTIE AND HUSBAND, JOSEPH E.PATTIE,

ASSUME AND AGREE TO PAY THE BALANCE OF $485.00 OF AN ORIGINAL INDEBTEDNESS SECURED BY A VENDOR'S LIEN RETAINED IN THE DEED FROM H.C.MATTHEWS AND WIFE TO MRS.MAYWOOD PEAY, TRUSTEE, OF RECORD IN BOOK 1207, PAGE 586, REGISTERS OFFICE FOR DAVIDSON COUNTY, TENNESSEE, AND FOR THE REMAINDER $515.00 THE SAID OLLIE SUSIE PATTIE AND HUSBAND, JOSEPH E.PATTIE HAVE EXECUTED THEIR ONE JOINT PROMISSORY NOTE OF EVEN DATE HEREWITH FOR $515.00, PAYABLE IN 25 MONTHLY INSTALLMENTS OF $20.00 EACH AND ONE, THE LAST FOR $15.00, THE FIRST INSTALLMENT FALLING DUE MAY 13, 1944 AND THE OTHERS MONTHLY THEREAFTER AND PAYABLE TO THE ORDER OF MARGARET ROGERS MILLER, .

Mrs Margaret Miller

all of said notes bearing six per cent interest from MATURITY ~~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

MARGARET ROGERS MILLER AND HUSBAND, J.T.MILLER

have this day bargained and sold, and do hereby transfer and convey, unto the said OLLIE SUSIE PATTIE, HER heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

A TRACT OF LAND IN THE 12TH, FORMERLY THE 21ST, CIVIL DISTRICT OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT A BEND IN THE EWING ROAD 8 POLES WEST OF THE EAST LINE OF THE ORIGINAL TRACT OWNED BY W.H.MCMUNN, TRUSTEE; THENCE WITH THE CENTER OF SAID ROAD, NORTH 77½° WEST 26.4 POLES; THENCE LEAVING SAID ROAD, SOUTH 4° EAST 22 POLES TO THE NORTHWEST CORNER OF THE PROPERTY CONVEYED TO C.W.BRACY BY DEED FROM W.HENRY MCMUNN OF RECORD IN BOOK 785, PAGE 629, REGISTERS OFFICE FOR SAID COUNTY; THENCE WITH BRACY'S NORTHERLY LINE, SOUTH 77½° EAST 29 POLES TO THE CENTER OF SAID ROAD; THENCE WITH THE CENTER OF SAID ROAD, NORTH 17° WEST 9.3 POLES, NORTH 4° WEST 16 POLES TO THE BEGINNING, CONTAINING 4 ACRES, MORE OR LESS.

INCLUDING BUT EXCLUDING THEREFROM THAT PART OF SAID PROPERTY TAKEN FOR ROADWAY PURPOSES.

BEING THE SAME PROPERTY CONVEYED TO MRS. MARGARET ROGERS MILLER BY DEED FROM MRS. MARGARET PEAY, ET AL. OF RECORD IN BOOK 1258, PAGE 150, REGISTERS OFFICE FOR SAID COUNTY.

TAXES FOR THE YEAR 1944 TO BE ASSUMED BY PURCHASERS.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said OLLIE SUSIE PATTIE, -- 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 OLLIE SUSIE PATTIE, 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 - in hand paid WE , the said OLLIE SUSIE PATTIE AND HUSBAND, JOSEPH E.PATTIE do hereby transfer and convey unto A.H.THOMAS , 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.