WE , the said DONNIE RUFUS SPURLOCK AND WIFE, FANNIE BELL SPURLOCK , 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 $ 1000.00 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 DONNIE RUFUS SPURLOCK AND WIFE, FANNIE BELL SPURLOCK , 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 DONNIE RUFUS SPURLOCK AND WIFE, FANNIE BELL SPURLOCK, 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 H.J. LOVELACE 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 R.D. MARTIN AND WIFE, NELLIE A. MARTIN

and DONNIE RUFUS SPURLOCK AND WIFE, FANNIE BELL SPURLOCK , hereunto set our hands

at NASHVILLE , Tennessee, this the 18TH day of SEPTEMBER , 19 44.

R.D. MARTIN
NELLIE A. MARTIN
DONNIE RUFUS SPURLOCK
FANNIE BELL SPURLOCK

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, LOUISE V. STEPHENS , a Notary Public in and for said County and State, the within named R.D. MARTIN AND WIFE, NELLIE A. MARTIN, & DONNIE RUFUS SPURLOCK AND WIFE FANNIE BELL SPURLOCK 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 X 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 25TH day of SEPTEMBER 1944.

My commission expires OCT 13, 1947

(Seal) LOUISE V. STEPHENS
Notary Public.

U.S.R.S. $1.65

REC'D SEPT 26, 1944 AT 1:19 P.M.

CM

INSTALLMENT DEED

Book No. 1304

FOR AND IN CONSIDERATION of the sum of $1,250.00 ONE THOUSAND TWO HUNDRED FIFTY AND NO/100 DOLLARS of which FIVE HUNDRED AND NO/100 ($500.00) DOLLARS has been paid in cash by HORACE JAMES BUTLER AND WIFE, SAMMIE LEE BUTLER , the receipt of which is hereby acknowledged, and for the remainder $750.00 SEVEN HUNDRED FIFTY AND NO/100 DOLLARS the said HORACE JAMES BUTLER AND WIFE SAMMIE LEE BUTLER HAVE EXECUTED ONE NOTE OF EVEN DATE HEREWITH, FOR $750.00, WHICH SAID NOTE IS PAYABLE IN MONTHLY INSTALLMENTS OF $50.00 EACH, WITH INTEREST AT SIX PER CENT PER ANNUM, PAYABLE MONTHLY.

I declare that I am the true and lawful holder of the claim secured by the instrument within recorded, and hereby acknowledge the satisfaction thereof and discharge of the lien to secure the same in full. This 13 day of Feb 1947.

Attest: J. P. Wilson DEPUTY REGISTER

NASHVILLE TRUST CO.
By J. W. Turner
Asst Secy

* THE DEED WITH THE GRANTEES HEREIN, TO SO SIGNIFY THEIR DECLINATION TO PURCHASE AS HEREIN AGREED.

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, JOHN F. BAGGETT AND WIFE, EVA HARPER BAGGETT

have this day bargained and sold, and do hereby transfer and convey, unto the said HORACE JAMES BUTLER AND WIFE, SAMMIE LEE BUTLER, THEIR heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

A TRACT OF LAND IN THE 2ND, FORMERLY THE 5TH, CIVIL DISTRICT OF SAID COUNTY, AND BEING THE WESTERLY PART OF LOT NO. 2 ON THE MAP OF THE PARTITION OF THE ESTATE OF JAMES REYNOLDS, DECEASED, OF RECORD IN PLAN BOOK 2, PAGE 50 OF THE CHANCERY COURT AT NASHVILLE, DESCRIBED ACCORDING TO A COPY OF A SURVEY THEREOF MADE AUGUST 19, 1944 BY H. B. FOWLKES, SURVEYOR AS FOLLOWS: BEGINNING AT A POINT IN THE CENTER LINE OF REYNOLDS ROAD, BEING THE SOUTHWEST CORNER OF A TRACT OF LAND CONVEYED TO JOHN F. BAGGETT AND WIFE BY DEED FROM M. E. KNIGHT, UNMARRIED, OF RECORD IN BOOK 1306, PAGE 92, SAID REGISTER'S OFFICE; THENCE ALONG THE CENTER LINE OF SAID REYNOLDS ROAD, NORTH 10°45' WEST 175 FEET TO A POINT AT JOHN F. BAGGETT'S NEW SOUTHWEST CORNER; THENCE ALONG BAGGETT'S NEW SOUTH LINE, NORTH 80° EAST 395 FEET TO A POINT AT BAGGETT'S NEW SOUTHEAST CORNER, IN THE WEST LINE OF THE LAND CONVEYED TO ROY M. PARRISH, BY DEED OF RECORD IN BOOK 879, PAGE 189; THENCE ALONG PARRISH'S WEST LINE, SOUTH 4° WEST 246.3 FEET TO THE NORTH MARGIN OF A 10-FOOT LANE, LYING BETWEEN THIS PROPERTY AND THE PROPERTY OF ELLIS GARDNER; THENCE ALONG THE NORTH MARGIN OF SAID 10-FOOT LANE, NORTH 86°45' WEST 242.5 FEET TO THE NORTHWEST TERMINUS OF SAID 10-FOOT LANE; THENCE ALONG THE WEST TERMINUS OF SAID LANE, SOUTH 4° WEST 10 FEET TO A POINT IN ELLIS GARDNER'S NORTH LINE; THENCE ALONG GARDNER'S NORTH LINE 86°45' WEST 100 FEET TO THE POINT OF BEGINNING. BEING A PART OF THE PROPERTY CONVEYED TO JOHN F. BAGGETT AND WIFE, EVA HARPER BAGGETT, BY DEED FROM M. E. KNIGHT, UNMARRIED, OF RECORD IN BOOK 1306, PAGE 92, SAID REGISTER'S OFFICE. IT IS BEING DISTINCTLY UNDERSTOOD AND AGREED BY AND BETWEEN THE GRANTORS AND THE GRANTEES THAT THE GRANTEES AT THEIR OWN EXPENSE WILL CAUSE TO BE ERECTED A FENCE ALONG THE NORTH LINE OF THE LAND HEREIN DESCRIBED, BETWEEN THE PROPERTY HEREIN CONVEYED TO THE GRANTEES AND THE PROPERTY OF THE SAID JOHN F. BAGGETT AND WIFE, WHICH SAID FENCE SHALL BE OF WOVEN WIRE, NO LESS THAN FIVE FEET IN HEIGHT, PLACED ON SOUND POSTS, WHICH POSTS SHALL BE NO MORE THAN TEN FEET APART. IT IS DISTINCTLY UNDERSTOOD AND AGREED FURTHER THAT THE PROPERTY IS CONVEYED TO THE GRANTEES HEREIN SUBJECT TO THE FOLLOWING LIMITATIONS AND CONDITIONS, WHICH SHALL BE BINDING AND OBLIGATORY UPON THE GRANTEES HEREIN, THEIR HEIRS AND ASSIGNS, AND SHALL BE A COVENANT RUNNING WITH THE LAND FOR THE USE AND BENEFIT OF THE SAID JOHN F. BAGGETT AND WIFE, EVA HARPER BAGGETT, OR THE SURVIVOR, OR THEIR HEIRS AND ASSIGNS, WHICH CONDITIONS ARE AS FOLLOWS: AT ANY TIME THE GRANTEES HEREIN, OR THEIR HEIRS, SHALL ATTEMPT TO SELL SAID LAND, IT MUST FIRST BE OFFERED FOR SALE ON LIKE TERMS AND CONDITIONS TO THE SAID JOHN F. BAGGETT AND WIFE, EVA HARPER BAGGETT, OR TO THE SURVIVOR OF THEM, OF IN THE EVENT THE DEATH OF BOTH, TO THEIR HEIRS, AND IN THE EVENT OF SAID BAGGETT AND WIFE, OR THE SURVIVOR, OR THEIR HEIRS, SHALL DECLINE TO PURCHASE SAID LAND ACCORDING TO SAID TERMS AND CONDITIONS, THEY WILL JOIN IN SEE*

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said HORACE JAMES BUTLER AND WIFE, SAMMIE LEE BUTLER, THEIR heirs and assigns, forever,

WE covenant that 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 HORACE JAMES BUTLER AND WIFE, SAMMIE LEE BUTLER, 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 HORACE JAMES BUTLER AND WIFE SAMMIE LEE BUTLER

do hereby transfer and convey unto J. M. WHITSITT , 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.