WE , the said J.P. THOMPSON AND WIFE, ARISTA MCDANIEL THOMPSON / , 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 $ 2000.00 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 J.P.THOMPSON AND WIFE, ARISTA MCDANIEL THOMPSON , 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 J.P.THOMPSON AND WIFE, ARISTA MCDANIEL THOMPSON 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 A.M.HAGAN, 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 R.L.WILKINSON, TRUSTEE, R.L. WILKINSON AND WIFE, MATTYE V. WILKINSON and J.P.THOMPSON AND WIFE, ARISTA MCDANIEL THOMPSON , hereunto set our hands at NASHVILLE , Tennessee, this the 1ST day of APRIL , 1944..

R.L. WILKINSON TRUSTEE
MATTYE V. WILKINSON
R.L. WILKINSON
JOE P.THOMPSON
ARISTA MCDANIEL THOMPSON

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, EVA W. AMOS, a Notary Public in and for said County and State, the within named R.L. WILKINSON,TRUSTEE, R.L. WILKINSON AND WIFE, MATTYE V. WILKINSON, AND JOE P.THOMPSON AND WIFE, ARISTA MCDANIEL THOMPSON, the bargainor S , with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And X , of the said having appeared before me privately and apart from husband , the said X , 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 7TH day of OCTOBER 19 44.

My commission expires APRIL 6TH 1947

U.S.R.S.$2.75
REC'D OCT 14, 1944 AT 11:55 A.M.

(Seal) EVA W. AMOS
Notary Public.

CM

NUMBER 13988 [illegible] 262

I.H.GIBSON ----------TO---- FLOYD H.MASON, ET UX.

# INSTALLMENT DEED

Book No. 1304

FOR AND IN CONSIDERATION of the sum of FORTY NINE HUNDRED FIFTY & 00/100 ($4,950.00) DOLLARS PAID AND TO BE PAID BY FLOYD H. MASON AND WIFE BARBARA B.MASON; ONE THOUSAND &00/100 DOLLARS ~~of which~~ ($1000.00) CASH IN HAND PAID,THE RECEIPT OF WHICH IS HEREBY ~~ACKNOWLEDGED~~ [illegible] paid receipt by ACKNOWLEDGED AND FOR THE BALANCE OF THIRTY NINE HUNDRED FIFTY &00/100 DOLLARS ($3,950.00) THE SAID FLOYD H. MASON AND WIFE BARBARA B.MASON, ~~the receipt of which is hereby acknowledged and for the remainder~~ HAVE THIS DAY EXECUTED THEIR NOTE PAYABLE TO THE ORDER OF I.H.GIBSON FOR THE SUM OF $3.950.00 DOLLARS THE SAME BEARING INTEREST AT THE RATE OF FIVE PERCENT (5%) PER ANNUM PAYABLE PRINCIPAL ~~the said~~ AND INTEREST IN 177 MONTHLY INSTALLMENTS OF THIRTY ONE- &60/100 DOLLARS ($31.60) EACH THE FIRST INSTALLMENT TO BE DUE NOVEMBER 15,1944, AND ANOTHER LIKE SUM ON THE 15TH DAY OF EACH SUCCEEDING MONTH UNTIL THE MATURITY OF THE ENTIRE DEBT, PRINCIPAL AND INTEREST; PAYMENT TO BE APPLIED FIRST TO INTEREST ON THE UNPAID BALANCE AND THE REMAINDER TO PRINCIPAL.INTEREST ON THE NOTE SHALL BE FIGURED FROM OCTOBER 15,1944, AND EXTRA PAYMENTS MAY BE MADE AT ANY TIME AND INTEREST WILL BE CHARGED ONLY ON THE UNPAID BALANCE.

SAID NOTE ALSO PROVIDES THAT TIME IS OF THE ESSENCE OF THE CONTRACT AND THAT IN THE EVENT OF DEFAULT IN THE PAYMENT OF ANY INSTALLMENT FOR A PERIOD OF THIRTY DAYS,THE HOLDER OF SAID NOTE MAY AT HIS OPTION DECLARE THE ENTIRE REMAINDER OF THE DEBT, PRINCIPAL AND INTEREST, IMMEDIATELY DUE AND COLLECTIBLE AND PROCEED AT ONCE TO FORECLOSE, AND THAT A FAILURE TO EXERCISE THE OPTION FOR ANY DEFAULT SHALL NOT CONSTITUTE A WAIVER OF THE RIGHT TO EXERCISE THE OPTION AT ANY OTHER TIME; AND PROVIDES FOR THE PAYMENT OF ATTORNEY'S FEES, IF SAME IS PLACED IN THE HANDS OF AN ATTORNEY; AND THE PAYMENT OF ALL COSTS OF COLLECTION, IN ADDITION TO THE AGREEMENT CONTAINED IN SAID NOTE, THE GRANTEES HEREUNDER ALSO AGREE TO PAY TO THE HOLDER OF SAID NOTE EACH MONTH ONE-TWELFTH OF THE ESTIMATED ANNUAL AGGREGATE OF STATE, COUNTY AND CITY TAXES AND PREMIUMS FOR FIRE AND WINDSTORM INSURANCE WHICH SAID GRANTEES ARE REQUESTED TO PAY AS HEREIN PROVIDED AND FROM THE SUM SO AID, THE HOLDER OF SAID NOTE SHALL PAY TAXES AND INSURANCE AS THEY MATURE; AND THE RIGHT OF THE HOLDER OF SAID NOTE TO DECLARE A DEFAULT AND FORECLOSE SHALL EQUALLY APPLY TO DEFAULTS IN THE PAYMENT OF TAXES AND INSURANCE PREMIUMS.

TO SECURE THE PAYMENT OF SAID NOTE, PRINCIPAL AND INTEREST ATTORNEY FEES AND TAXES AND INSURANCE PREMIUMS, A LIEN IS EXPRESSLY RETAINED ON THE LAND HEREIN CONVEYED.

I.H.GIBSON AND WIFE MARY B.GIBSON, HAVE THIS DAY BARGAINED AND SOLD AND DO HEREBY TRANSFER AND CONVEY UNTO THE SAID FLOYD H.MASON AND WIFE BARBARA B.MASON THEIR HEIRS AND ASSIGNS, A CERTAIN REAL ESTATE IN DAVIDSON COUNTY, TENNESSEE, AS FOLLOWS,

BEING THE EASTERLY 55 FEET OF THE WESTERLY 116 FEET OF LOT NO.4 ON THE PLAN OF H.W.DOAK'S SUB DIVISION AS OF RECORD IN BOOK 332, PAGE 22, REGISTER'S OFFICE FOR DAVIDSON COUNTY,TENN. SAID PART OF LOT NO.4 FRONTS 55 FEET ON THE NORTHERLY SIDE OF GREENWOOD AVENUE AND RUNS BACK BETWEEN PARALLEL LINES 200 FEET TO AN ALLEY.

BEING THE SAME PROPERTY CONVEYED TO I.H. GIBSON AND WIFE MARY B.GIBSON BY DEED FROM NANNIE MAI ~~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, a lien is expressly retained on the land herein conveyed~~ - BURRIS AND HUSBAND , OF RECORD IN BOOK 651, PAGE 751, RODC.,TENN.

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

(*) NOW IF THE SAID FLOYD H.MASON AND WIFE BARBARA B.MASON, SHALL PAY THE NOTE AFORESAID WHEN DUE ,ACCORDING TO ITS TERMS PAY TAXES KEEP UP REPAIRS, AND PAY INSURANCE PREMIUMS AS AFORESAID THEN THIS TRUST CONVEYANCE SHALL BE OF NO FURTHER FORCE AND EFFECT. BUT,IF THEY FAIL TO PAY SAID INSTALLMENTS WHEN DUE AND SUCH DEFAULT SHALL CONTINUE FOR THIRTY DAYS, OR,IF THEY FAIL TO PAY TAXES AND INSURANCE PREMIUMS AS HEREIN PROVIDED,OR FAIL TO REIMBURSE THE TRUSTEE OR LAWFUL OWNER AND HOLDER OF SAID NOTE FOR ALL SUMSWITH INTEREST, SO EXPENDED BY SAID TRUSTEE, OR LAW FUL OWNER AND HOLDER OF SAID NOTE 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 NOTE OR DEBT SHALL BE PRIVILEGED TO DECLARE A DEFAULT WITHOUT NOTICE AND THE SAID TRUSTEE, OR 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 COURTHOUSE DOOR IN SAID COUNTY TO THE HIGHEST BIDDER FOR CASH, AT PUBLIC OUT- CRY FREE FROM THE EQUITY OF REDEMPTION, HOMESTEAD, DOWER,AND ALL OTHER EXCEPTIONS OF EVERY KIND, WHICH ARE HEREBY EXPRESSLY WAIVED; AND THE SAID TRUSTEE OR 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. IT IS FURTHER AGREED THAT THE TRUSTEE MAY AT ANY TIME AFTER DEFAULT IN THE PAYMENT OF ANY INSTALLMENT DUE ON SAID NOTE ENTER AND TAKE POSSESSION OF SAID PROPERTY AND SHALL ONLY ACCOUNT FOR THE NET RENTS ACTUALLY RECEIVED BY HIM IT IS FURTHER AGREED 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 THE DELIVERY TO HIM BY SAID TRUSTEE OF A DEED FOR SAID PROPERTY. IN CASE OF SALE HEREUNDER THE PROCEEDS WILL BE APPLIED BY THE TRUSTEE AS FOLLOWS.

I declare that I am the true and lawful holder of the claim secured by the instrument within recorded, and hereby [illegible] the satisfaction and release of the lien to secure the same in full. This 9 day of Dec 1960

Attest: DEPUTY REGISTER

I.H.Gibson

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said FLOYD H.MASON AND WIFE ~~BARBARA~~ B. MASON THEIR heirs and assigns, forever, THE SAID I.H.GIBSON AND WIFE MARY B.GIBSON covenant that THEY ARE lawfully seized and possessed of said real estate in fee simple, have good right to convey it, and that the same is unencumbered. -------

I.H.GIBSON AND WIFE MARY B.GIBSON further covenant and bind THEMSELVES THEIR ASSIGNS heirs and ~~representatives~~, to warrant and forever defend the title to said real estate to said FLOYD H.MASON AND WIFE, BARBARA B.MASON 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 FLOYD H.MASON AND WIFE BARBARA B.MASON AND THE PROVISIONS HEREOF do hereby transfer and convey unto M.W. DAVIDSON, HER , 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.