WE , the said CTHO G.MILLIKEN AND WIFE, BRIDGETT E.MILLIKEN , 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 $ 2500.00 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 CTHO G.MILLIKEN AND WIFE, BRIDGETT E.MILLIKEN , 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, AND IF 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 CTHO G.MILLIKEN AND WIFE, BRIDGETT E.MILLIKEN, 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 WALTER C.SANDERS 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 FELIX C.BYRD AND WIFE, FRANCES BYRD

and CTHO G. MILLIKEN AND WIFE, BRIDGETT E.MILLIKEN , hereunto set our hands

at NASHVILLE, , Tennessee, this the 28TH day of DECEMBER , 1944 .

FELIX C.BYRD
FRANCES BYRD
CTHO G.MILLIKEN
BRIDGETT E.MILLIKEN

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, L.C.HARDAWAY , a Notary Public in and for said County and State, the within named FELIX C.BYRD AND WIFE, FRANCES BYRD CTHO G.MILLIKEN AND WIFE, BRIDGETT E.MILLIKEN 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 X 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 X said husband , and for the purposes therein expressed.

Witness my hand and official seal at Nashville, Tennessee, this 29TH day of ~~DECEMBER~~ 19 44.

My commission expires OCTOBER 19, 1947.

(Seal) L.C.HARDAWAY,
Notary Public.

U.S.R.S. $3.30.
RECD JAN. 2, 1945 AT 10:00 A.M.

NUMBER 18503 RECORDED JANUARY 3RD, 1945

TOM RESHA ET UX. ----TO----- SAM SCOTT DUKE, ET UX.

INSTALLMENT DEED

Book No. 1305

FOR AND IN CONSIDERATION of the sum of $1700.00 SEVENTEEN HUNDRED AND NO/100 DOLLARS of which TWOHUNDRED AND NO/100 DOLLARS has been paid in cash by SAM SCOTT DUKE AND WIFE JOHNETTA DUKE, , the receipt of which is hereby acknowledged, and for the remainder $1500.00 FIFTEEN HUNDRED AND NO/100 DOLLARS the said SAM SCOTT DUKE AND WIFE JOHNETTA DUKE, HAVE EXECUTED THEIR 150 MONTHLY JOINT PROMISSORY NOTES DATED NOVEMBER 1ST 1944, EACH IN THE PRINCIPAL SUM OF TEN($10.00) DOLLARS BUT WITH THE INTEREST CALCULATED ON THE UNPAID BALANCE FOR ONE MONTH AND ADDED INTO THE FACE OF EACH NOTE, AND THE INTEREST ON SAID UNPAID BALANCE WAS FOUND TO BE $7.50 AND THIS ADDED TO THE FIRST NOTE, THEREBY MAKING SAID FIRST NOTE IN THE SUM OF $17.50 AND EACH OTHER NOTE HANDLED ~~IN THE~~ SAME WAY AND MANNER AS THE FIRST NOTE, AND EACH OTHER NOTE FIVE (05) CENTS LESS THAN THE PRECEEDING NOTE PROVIDED THEY ARE PAID OFF AND DISCHARGED IN THE MANNER EXECUTED, THE LAST NOTE BEING FOR $10.05, THE FIRST NOTE DUE AND PAYABLE ON DECEMBER 1ST, 1944, OTHERS ON OR BEFORE THE FIRST DAY OF EACH AND EVERY MONTH THERE AFTER UNTIL ALL MATURE, ALL DUE AND PAYABLE TO TOM RESHA AND WIFE LOUISE JONES RESHA OR ORDER.

MATURITY

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, TOM RESHA AND WIFE LOUISE JONES RESHA have this day bargained and sold, and do hereby transfer and convey, unto the said SAM SCOTT DUKE AND WIFE JOHNETTA DUKE THEIR, heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

BEING THE NORTHERLY 1/4TH OF LOT NO.339 IN MCGAVOCK WETMORE AND OTHERS ADDITION TO NASHVILLE CALLED THE ADDITION TO THE TOWN OF MCGAVOCK A PLAN OF WHICH IS OF RECORD IN BOOK NO.21, PAGE 41, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE. SAID NORTHERLY 1/4TH OF LOT NO.339 FRONTS TWENTY FIVE (25) FEET ON THE WESTERLY SIDE OF 16TH AVENUE NORTH, FORMERLY HENDERSHOTT STREET, AND RUNS BACK BETWEEN PARALLEL LINES 170 FEET TO AN ALLEY.

THIS THE SAME PROPERTY CONVEYED TO TOM RESHA BY DEED FROM E.M.WEAKLEY AND WIFE DATED NOVEMBER 1ST, 1944, SEE DEED OF RECORD IN BOOK NO.____ PAGE ____ OF THE REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE.

THE TAXES FOR THE YEAR OF 1944 PRORATED AS OF NOVEMBER 1ST, 1944. AND ADJUSTED BY AND BETWEEN SELLERS AND THE BUYERS.

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 same to secure the same in full. This 4 day of Jan 1945

T.B Wilson
DEPUTY REGISTER

Tom Resha (by Louise Resha)

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said SAM SCOTT DUKE AND WIFE JOHNETTA DUKE THEIR, 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 SAM SCOTT DUKE AND WIFE JOHNETTA DUKE, 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 SAM SCOTT DUKE AND WIFE JOHNETTA DUKE, do hereby transfer and convey unto ISOM T.RESHA , 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.