WE, , the said BURNIE B. BARLAR AND WIFE BESSIE ADELINE BARLAR, , 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 $ ---------- 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 BURNIE B. BARLAR AND WIFE BESSIE ADELINE BARLAR, , 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 BURNIE B.BARLAR AND WIF BESSIE ADELINE BARLAR 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 JAY G. STEPHENSON 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 MISS MARGARET WARREN AND MRS. LAURA CAMERON

and BURNIE B.BARLAR AND WIFE BESSIE ADELINE BARLAR, , hereunto set our hands

at NASHVILLE , Tennessee, this the 5 day of APRIL , 19 45.

MISS MARGARET WARREN

MRS. LAURA CAMERON

BURNIE B.BARLAR,

BESSIE ADELINE BARLAR,

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, EDWIN E.CARLSON , a Notary Public in and for said County and State, the within named MISS MARGARET WARREN AND MRS. LAURA CAMERON BOTH UNMARRIED AND BURNIE B. BARLAR AND WIFE BESSIE ADELINE BARLAR, 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 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 5 day of APRIL 19 45.

My commission expires 7-10-45

U.S.R.S $ 3.30

(Seal) EDWIN E. CARLSON

Notary Public.

RECEIVED APRIL 12TH 1945. AT 10;17 A.M.

NUMBER 24142
RECORDED APRIL 13, 1945

A. D. HINTON ET UX LOUELLA HINTON TO BIRTON D. BLACKBURN ET UX KITTIE PAGE BLACKBURN

INSTALLMENT DEED

Book No. 1323

FOR AND IN CONSIDERATION of the sum of THREE THOUSAND AND NO/100 ($3000.00) DOLLARS

of which SIX HUNDRED AND NO/100 ($600.00) DOLLARS has been paid in cash by BIRTON D. BLACKBURN AND WIFE, KITTIE PAGE BLACKBURN, the receipt of which is hereby acknowledged, and for the remainder TWENTY-FOUR HUNDRED AND NO/100 ($2400.00) DOLLARS the said BIRTON D. BLACKBURN AND WIFE, KITTIE PAGE BLACKBURN, HAVE EXECUTED THEIR 5 JOINT LIEN NOTES OF EVEN DATE HEREWITH PAYABLE TO THE ORDER OF A. D. HINTON, THE FIRST NOTE, PAYABLE ON OR BEFORE SEPTEMBER 29, 1945, BEING FOR THE SUM OF $600.00, AND THE REMAINING 4 NOTES BEING FOR $600.00 EACH ARE PAYABLE ANNUALLY ON OR BEFORE MARCH 29TH, OF EACH YEAR FOR FOUR YEARS,

NOTE: PURCHASERS ASSUME AND AGREE TO PAY ALL 1945 TAXES ASSESSED AGAINST THE PROPERTY HEREIN CONVEYED, IT IS ALSO AGREED THAT THESE NOTES MAY BE PAID IN ADVANCE AND INTEREST AT 6% WILL BE CHARGED ONLY FROM DATE UNTIL DATE OF PAYMENT.

Mar 1945
West Nashville Bank & Trust Co
By [illegible]

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, A. D. HINTON AND WIFE, LOUELLA HINTON

have this day bargained and sold, and do hereby transfer and convey, unto the said BIRTON D. BLACKBURN AND WIFE, KITTIE PAGE BLACKBURN, THEIR heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

BEING THE WESTERLY 30 FEET FRONT OF LOTS NOS. 39 AND 40 ON THE PLAN OF VICTORIA PLACE, AS OF RECORD IN BOOK 382, PAGE 10, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE, DESCRIBED AS FOLLOWS:

BEGINNING ON THE NORTHERLY MARGIN OF PARIS AVENUE 110 FEET WESTERLY FROM THE WESTERLY MARGIN OF 12TH, AVENUE SOUTH OR THE GRANNY WHITE OR MIDDLE FRANKLIN TURNPIKE, BEING THE SOUTHWEST CORNER OF A PART OF SAID LOTS CONVEYED BY C. L. THALMAN TO JAMES N. CHAMBERLIN, TRUSTEE, BY DEED OF RECORD IN BOOK 374, PAGE 121, SAID REGISTER'S OFFICE; THENCE WITH THE WESTERLY LINE OF SAID CHAMBERLIN LOT, NORTHERLY 120 FEET TO THE LINE BETWEEN LOTS NOS. 38 AND 39; THENCE WITH SAID LINE WESTERLY 30 FEET, MORE OR LESS, TO THE EASTERLY MARGIN OF AN ALLEY; THENCE WITH SAID ALLEY, SOUTHERLY 120, FEET TO THE NORTHERLY MARGIN OF PARIS AVENUE; THENCE WITH SAID AVENUE, EASTERLY 30 FEET TO THE BEGINNING.

BEING THE SAME PROPERTY CONVEYED TO A. D. HINTON BY DEED FROM J. N. LUNN, TRUSTEE, AND WIFE, OF RECORD IN BOOK 494, PAGE 306, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE.

Attest. [illegible]

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said BIRTON D. BLACKBURN AND WIFE, KITTIE PAGE BLACKBURN 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 BIRTON D. BLACKBURN AND WIFE, KITTIE PAGE BLACKBURN, 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 BIRTON D. BLACKBURN AND WIFE, KITTIE PAGE BLACKBURN do hereby transfer and convey unto H. J. LOVELACE , 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.