WE , the said A. W. ASHBY AND WIFE OLLIE H. ASHBY , 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 $1200.00 FIRE & TORNADO INSURANCE 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 A. W. ASHBY AND WIFE OLLIE H. ASHBY , 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 A. W. ASHBY AND WIFE OLLIE H. ASHBY 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 S. P. HARRISON 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 A. W. ASHBY AND WIFE, OLLIE H. ASHBY

and D. P. WRENNE, JR., TRUSTEE , hereunto set our hands

at NASHVILLE , Tennessee, this the 25TH day of JULY , 1945

D. P. WRENNE, JR., TRUSTEE

A. W. ASHBY
OLLIE H. ASHBY

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, C. B. TUCKER , a Notary Public in and for said County and State, the within named A. W. ASHBY AND WIFE OLLIE H. ASHBY

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

X

having appeared before me privately and apart from husband , the said

X , acknowledged the execution of the said instrument to have

X

been done by X freely, voluntarily, and understandingly, without compulsion or constraint from said husband , and for the purposes ~~X~~herein expressed.

Witness my hand and official seal at Nashville, Tennessee, this 25TH day of JULY 1945

My commission expires OCT. 7, 1947 (Seal) C. B. TUCKER
Notary Public.

STATE OF TENNESSEE
DAVIDSON COUNTY

PERSONALLY APPEARED BEFORE ME, C. B. TUCKER, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, THE WITHIN NAMED D. P. WRENNE, JR., THE BARGAINOR, WITH WHOM I AM PERSONALLY ACQUAINTED, AND WHO ACKNOWLEDGED THAT HE AS TRUSTEE EXECUTED THE WITHIN INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED.
WITNESS MY HAND AND OFFICIAL SEAL AT NASHVILLE, THIS 28TH DAY OF JULY, 1945.

COMMISSION EXPIRES: OCT. 7, 1947 (SEAL) C. B. TUCKER, NOTARY PUBLIC

RECEIVED JULY 30, 1945 AT 2:25 P.M. - USRS $1.85 - DG

NUMBER 31245 RECORDED AUG 1, 1945 OPHA BIXLER TO HURSHEL H.HARRISON ET UX

STAGG MARSHALL & BRUCE-NASHVILLE

INSTALLMENT DEED

Book No. 1324

FOR AND IN CONSIDERATION of the sum of FIVE THOUSAND ONE ($5,001.50) AND 50/100 DOLLARS

of which FIVE HUNDRED ONE($501.50) AND 50/100 DOLLARS has been paid in cash by HURSHEL H.HARRISON AND WIFE, ALMA S. HARRISON, the receipt of which is hereby acknowledged, and for the remainder

DOLLARS

the said FOUR THOUSAND FIVE HUNDRED ($4,500.00) AND NO/100
HURSHEL H.HARRISON AND WIFE, ALMA S. HARRISON HAVE EXECUTED THEIR 180 JOINT PROMISSORY NOTES, OF EVEN DATE HEREWITH, FOR THE PRINCIPAL SUM OF $25.00 EACH, THE FIRST NOTE FALLING DUE FEB 18-1945. AND THE OTHERS MONTHLY THEREAFTER, WITH INTEREST AT THE RATE OF 6% PER ANNUM, PAYABLE MONTHLY, AND SAID NOTES ARE PAYABLE TO THE ORDER OF OPHA BIXLER,

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 lie to secure the same in full. This 1st day of Oct 1956
Mrs Opha Bixler
Attest: B. H. Wilson
DEPUTY REGISTER

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