WE , the said CHARLES W. MITCHELL AND WIFE, FLOSSIE L. MITCHELL , 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 $ 1,000.00 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 herein, the same to bear interest from the date of such payment.

Now, if WE , the said CHARLES W. MITCHELL AND FLOSSIE L. MITCHELL , 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 CHARLES W. MITCHELL AND FLOSSIE L. MITCHELL 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 W. E. PILKERTON 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 said trust in relation to his trusteeship.~~

In Witness Whereof, We, the said W. H. PILKERTON AND WIFE, DAISY B. PILKERTON and CHARLES W. MITCHELL AND WIFE, FLOSSIE L. MITCHELL , hereunto set our hands at NASHVILLE , Tennessee, this the 3RD day of JUNE , 19 44

W. H. PILKERTON
DAISY B. PILKERTON
CHARLES W. MITCHELL
FLOSSIE L. MITCHELL

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, W. LOUIS SIMPKINS , a Notary Public in and for said County and State, the within named W. H. PILKERTON AND DAISY B. PILKERTON AND CHARLES W. MITCHELL AND FLOSSIE L. MITCHELL the bargainor , with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And X X 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.

XXX

Witness my hand and official seal at Nashville, Tennessee, this 3RD day of JUNE 19 44

My commission expires JUNE 23, 1944

(Seal) W. LOUIS SIMPKINS
Notary Public.

U.S.R.S. $2.75
RECEIVED OCT. 16, 1945 AT 11:13 A.M.
S

NUMBER 37079 G. M. WALKER ET UX & E. WALKER AND THOS. M. PRITCHETT, A WIDOW
RECORDED OCT. 17, 1945 TO M. R. BACHLOTTE ET UX

INSTALLMENT DEED

Book No. 1336

FOR AND IN CONSIDERATION of the sum of TWO THOUSAND SEVEN HUNDRED FIFTY ($2750.00) DOLLARS of which FOUR HUNDRED ($400.00) DOLLARS has been paid in cash by the receipt of which is hereby acknowledged, and for the remainder TWO THOUSAND THREE HUNDRED FIFTY ($2350.00) DOLLARS the said EXECUTED ONE NOTE IN THE PRINCIPAL AMOUNT OF ONE HUNDRED DOLLARS ($100.00) DUE IN SIXTY (60) DAYS FROM DATE PLUS INTEREST AT THE RATE OF SIX PER CENT AND FOR THE REMAINING BALANCE OF ONE THOUSAND DOLLARS ($1000.00) WE HAVE EXECUTED OUR PROMISSORY NOTE PAYABLE ONE HUNDRED DOLLARS ($100.00) SEMI-ANNUALLY PLUS INTEREST AT THE RATE OF SIX PER CENT PER ANNUM; AND FOR THE BALANCE OF ONE THOUSAND TWO HUNDRED FIFTY DOLLARS ($1250.00) WE AGREE TO PAY IN FIVE YEARS, WITH INTEREST AT THE RATE OF SIX PER CENT PER ANNUM, PAYABLE SEMI-ANNUALLY

I declare that I am the true and lawful holder of Note # 1250.00 and note # 1000.00 secured by the instrument within recorded, and I hereby acknowledge the satisfaction thereof and discharge of the lien to secure the same. This 21 day of March 1949

Attest: J. P. Wilson DEPUTY REGISTER

NASHVILLE TRUST CO.
By J. D. Williams ASST. VICE PRES.

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 fees, a lien is expressly retained on the land herein conveyed G. M. WALKER AND WIFE, MARY E. WALKER AND THOS. M. PRITCHETT, A WIDOWER have this day bargained and sold, and do hereby transfer and convey, unto the said M. R. BACHLOTTE AND WIFE, GLADYS F. BACHLOTTE THEIR heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

A TRACT OF LAND IN THE 14TH CIVIL DISTRICT OF DAVIDSON COUNTY, TENNESSEE, DESCRIBED ACCORDING TO A SURVEY MADE BY W. B. OMOHUNDRO, SURVEYOR, MAY 13, 1944, AS FOLLOWS:

BEGINNING AT A STAKE IN THE NORTHERLY MARGIN OF OLD HICKORY BOULEVARD, SAID BEGINNING POINT BEING THE SOUTHEAST CORNER OF THE LAND IN QUESTION AND THE SOUTHWEST CORNER OF BUFORD REDING'S LAND; THENCE WITH REDING'S WEST LINE, NORTH 2° 30' EAST 554.3 FEET TO AN ELM STUMP; THENCE NORTH 86° 30' WEST 2948.2 FEET WITH BUFORD REDING'S LAND AND B. SARRETT'S LAND TO A STAKE IN DEL BIANCO LAND; THENCE WITH BIANCO'S EAST LINE, SOUTH 2° EAST 1091 FEET TO A CHESTNUT STUMP; THENCE SOUTH 4° 30' WEST 860 FEET WITH KEMP'S LAND AND MRS. HEMPLE'S LAND TO THE NORTHWEST CORNER OF FREUDMAN'S LAND; THENCE WITH FREUDMAN'S NORTH LINE, NORTH 54° EAST 87.12 FEET; THENCE NORTH 72° EAST 66 FEET; THENCE NORTH 73° 15' EAST 126 FEET TO A POINT IN THE NORTHERLY MARGIN OF OLD HICKORY BOULEVARD; THENCE WITH THE NORTHERLY MARGIN OF SAID BOULEVARD, EAST 2951 FEET TO THE POINT OF BEGINNING, CONTAINING 80.42 ACRES, MORE OR LESS.

SAID PROPERTY WAS CONVEYED TO G. M. WALKER AND THOS. M. PRITCHETT BY DEED FROM JESSIE D. HIRSCH AND ROSA HIRSCH, OF RECORD IN BOOK 1307, PAGE 36, REGISTER'S OFFICE FOR SAID COUNTY.

I declare that I am the true and lawful holder of the note No. 1 for $100.00 only secured by the instrument within recorded, and I hereby acknowledge the satisfaction thereof and discharge of the lien to secure the same. This 1 day of July 1946

Attest: C. McKinsley DEPUTY REGISTER G. M. Walker

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said M. R. BACHLOTTE AND WIFE, GLADYS F. BACHLOTTE THEIR heirs and assigns, forever, lawfully seized and possessed of said real estate in fee simple, have good right to convey it, and that the same is unencumbered.

WE covenant that WE ARE

WE further covenant and bind OURSELVES, OUR heirs and representatives, to warrant and forever defend the title to said real estate to said M. R. BACHLOTTE AND WIFE, GLADYS F. BACHLOTTE, 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 - in hand paid WE , the said M. R. BACHLOTTE AND WIFE, GLADYS F. BACHLOTTE , Trustee, his successors and assigns, the do hereby transfer and convey unto ALBERT H. THOMAS real estate herein before described, with the appurtenances, estate, title, and interest thereto belonging, for the purposes aforesaid only.