WE, , the said H.M.BLACKBURN JR. AND WIFE CATHERINE B.BLACKBURN , 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 H.M.BLACKBURN JR. AND WIFE CATHERINE B. BLACKBURN , 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 H.M.BLACKBURN JR. AND WIFE CATHERINE B.BLACKBURN 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 Davidsod County, Tennessee, and the title herein conveyed to ALBERT H.THOMAS 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 NASHVILLE TRUST COMPANY AS ADMINISTRATOR HAS CAUSED THIS INSTRUMENT TO BE EXECUTED BY ITS DULY AUTHORIZED OFFICERS, AND THE SAID H.M.BLACKBURN JR. AND WIFE and CATHERINE B. BLACKBURN, , hereunto set our hands THEIR

at NASHVILLE , Tennessee, this the 19TH day of NOVEMBER , 1945.

(SEAL) NASHVILLE TRUST COMPANY , AS ADMINISTRATOR, WITH THE WILL ANNEXED OF THOMAS J.TYNE, DEC'D

ATTEST: BY;CHAS. NELSON,

W.W.MCNEILLY SECRETARY. H.M.BLACKBURN JR.

CATHERINE B. BLACKBURN

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, H.FRENCH BROWN , a Notary Public in and for said County and State, the within named H.M.BLACKBURN JR. AND WIFE CATHERINE B. BLACKBURN,

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 1ST day of DECEMBER 1945..

My commission expires APRIL 8, 1947

(Seal) H.FRENCH BROWN

Notary Public.

STATE OF TENNESSEE.
DAVIDSON COUNTY,

BEFORE ME BERNICE WALTEMATE A NOTARY PUBLIC WITHIN AND FOR THE STATE AND COUNTY, AFORESAID PERSONALLY APPEARED CHAS. NELSON AND W.W. MCNEILLY WITH WHOM I AM PERSONALLY ACQUAINTED AND WHO UPON THEIR SEVERAL OATHS, ACKNOWLEDGED THEMSELVES TO BE THE PRESIDENT AND SECRETARY, RESPECTIVELY OF THE NASHVILLE TRUST COMPANY, THE WITHIN NAMED BARGAINOR, A CORPORATION AND THAT THEY AS SUCH PRESIDENT AND SECRETARY BEING AUTHORIZED SO TO DO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED BY SIGNING THE NAME OF THE CORPORATION BY THE SAID CHAS. NELSON AS SUCH PRESIDENT AND ATTESTING THE SAME BY THE SAID W.W. MCNEILLY AS SUCH SECRETARY.
WITNESS MY HAND AND OFFICIAL SEAL AT OFFICE ON THIS 22 DAY OF NOVEMBER 1945.
(SEAL) BERNICE WALTEMATE,
NOTARY PUBLIC
COMMISSION EXPIRES OCT. 15, 1949
U.S.R.S.$1.10
RECXIVED DECEMBER 3RD, 1945. AT 12;08 P.M. FC

NUMBER 42080 RECORDED DECEMBER 4TH, 1945.

H.E. HINES ---------TO------- S.L. MILLIGAN, ET UX.

1/8

INSTALLMENT DEED

Book No. 1367

FOR AND IN CONSIDERATION of the sum of TWO HUNDRED FIFTY AND NO/100 ($250.00) DOLLARS

of which ONE HUNDRED AND NO/100 ($100.00) DOLLARS has been paid in cash by

S.L. MILLIGAN AND WIFE OLIVE B. MILLINGAN , the receipt of which is hereby acknowledged, and for the remainder

ONE HUNDRED FIFTY AND NO/100 ($150.00) DOLLARS

the said S.L.MILLIGAN AND WIFE OLIVE B. MILLIGAN, HAVE EXECUTED AND DELIVERED THEIR JOINT PROMISSORY NOTE OF EVEN DATE HEREWITH PAYABLE TO THE ORDER OF H.E. HINES IN SAID PRINCIPAL SUM OF $150.00 BEARING INTEREST FROM DATE AT THE RATE OF SIX PER CENTUM PER ANNUM PAYABLE ANNUALLY, AND DUE ON OR BEFORE TWO YEARS AFTER DATE.

PAYABLE ANNUALLY

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 I, H.E.HINES UNMARRIED,

have this day bargained and sold, and do hereby transfer and convey, unto the said S.L.MILLIGAN AND WIFE OLIVE B. MILLIGAN THEIR, heirs and assigns, certain real estate in Davidson County, Tennessee, as follows: BEING LOT NO.37 ON THE PLAN OF CHARLOTTE AVENUE CHURCH OF CHRIST SUBDIVISION AS OF RECORD IN PLAN BOOK 547, PAGE 199, OF THE REGISTER'S OFFICE FOR SAID COUNTY SAID LOT NO.37 FRONTS 50 FEET ON THE SOUTHERLY MARGIN OF WYOMING AVENUE, EXTENDED AND RUNS BACK 186.5 FEET ON THE EASTERLY LINE AND 177.8 FEET ON THE WESTERLY LINE TO AN ALLEY ON WHICH IT MEASURES 50.6 FEET

BEING PART OF THE PROPERTY CONVEYED TO H.E.HINES BY DEED FROM UNITED STATES OF AMERICA OF RECORD IN BOOK 1291, PAGE 16, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE.

THIS CONVEYANCE IS SUBJECT TO ALL EASEMENTS AS ARE APPLICABLE TO THE PROPERTY ABOVE DESCRIBED.

I declare that I am the true and lawful owner of the property conveyed by this instrument, which is truly and correctly recorded, and herein fully described, and that I have received the same in full. This 20 day of Oct 1947

Mack Catherine McKinney DEPUTY REGISTER

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said S.L.MILLIGAN AND WIFE OLIVE B.MILLIGAN, THEIR, heirs and assigns, forever, I, covenant that I AM lawfully seized and possessed of said real estate in fee simple, have good right to convey it, and that the same is unencumbered. ---

I, further covenant and bind MYSELF MY heirs and representatives, to warrant and forever defend the title to said real estate to said S.L.MILLIGAN AND WIFE OLIVE B.MILLIGAN 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 S.L.MILLIGAN AND WIFE OLIVE B.MILLIGAN do hereby transfer and convey unto F.R. PEGRAM , 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.