We , the said Frank Ben Bush and wife, Vivian Cheek Bush , 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 Frank Ben Bush and wife, Vivian Cheek Bush , 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 Frank Ben Bush and wife, 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 J R Coarsey Trustee, shall be vested in said successor.

~~Said Trustee shall execute this trust without being required to give bond, and shall not be required to file any account of settlement in relation to his trusteeship.~~

In Witness Whereof, We, the said R R Mincy and wife, Mariam Mincy

and Frank Ben Bush and wife, Vivian Cheek Bush , hereunto set our hands

at Nashville , Tennessee, this the 8th day of Jan , 19 46

R R Mincy
Mariam Mincy

Frank Ben Bush
Vivian Cheek Bush

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, Myrtle Davis , a Notary Public in and for said County and State, the within named R R Mincy and wife, Mariam Mincy and Frank Ben Bush andwife, Vivian Cheek Bush 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 x 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. x

Witness my hand and official seal at Nashville, Tennessee, this 8th day of January 19 46.

My commission expires Oct 6, 1949

(Seal) Myrtle Davis
Notary Public.

U S R S $ 1.65

Received January 21, 1946 at 2;31 P.M.

O

NUMBER 45268 RECORDED JANUARY 22, 1946

ROYAL OAKS LAND COMPANY -TO- E. C. SCRUGGS, JR. AND WIFE ANNIE M. SCRUGGS

INSTALLMENT DEED

Book No. 1367

FOR AND IN CONSIDERATION of the sum of ELEVEN HUNDRED EIGHTY & NO/100 ($1,180.00) DOLLARS of which FIVE HUNDRED AND NO/100 ($500.00) DOLLARS has been paid in cash by E. C. SCRUGGS, JR. AND WIFE ANNIE M. SCRUGGS , the receipt of which is hereby acknowledged, and for the remainder SIX HUNDRED EIGHTY AND NO/100 ($680.00) DOLLARS the said E. C. SCRUGGS, JR. AND WIFE ANNIE M. SCRUGGS HAVE EXECUTED THEIR JOINT PROMISSORY NOTE OF EVEN DATE HEREWITH, PAYABLE AS FOLLOWS: ON OR BEFORE JANUARY 10, 1947, THE SUM OF THREE HUNDRED FORTY & NO/100 ($340.00) DOLLARS; AND ON OR BEFORE JANUARY 10, 1948, THE SUM OF THREE HUNDRED FORTY & NO/100 ($340.00) DOLLARS, WITH INTEREST AT THE RATE OF FIVE (5%) PERCENT PER ANNUM, PAYABLE SEMI-ANNUALLY ON THE 10TH DAY OF JULY AND JANUARY OF EACH YEAR.

OF 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 fees, a lien is expressly retained on the land herein conveyed ROYAL OAKS LAND COMPANY have this day bargained and sold, and do hereby transfer and convey, unto the said E. C. SCRUGGS JR. AND WIFE ANNIE M. SCRUGGS, heirs and assigns, certain real estate in Davidson County, Tennessee, as follows: BEING PART OF LOT NO. 102 ON THE MAP OF ROYAL OAKS LAND COMPANY'S SUBDIVISION OF THE BAKER TRACT, OF RECORD IN BOOK 421, PAGES 102 AND 103 REGISTER'S OFFICE FOR SAID COUNTY, AND DESCRIBED ACCORDING TO A COPY OF A SURVEY THEREOF SHOWING SAID SUBDIVISION, PREPARED BY A. B. SOUTHGATE, SURVEYOR, AS FOLLOWS: BEGINNING AT A POINT IN THE EASTERLY MARGIN OF LYNWOOD BOULEVARD AT THE SOUTHWEST CORNER OF A PART OF LOT NO. 102 TO SAM W. BERGER, JR. BY DEED OF RECORD IN BOOK 1150, PAGE 339, SAID REGISTER'S OFFICE, SAID POINT BEING 50 FEET SOUTH OF THE COMMON CORNER OF LOTS NOS. 101 AND 102; THENCE ALONG BERGER'S SOUTH LINE EASTERLY 390 FEET MORE OR LESS TO A DEAD LINE; THENCE WITH SAID DEAD LINE SOUTHERLY 135 FEET MORE OR LESS TO THE NORTH MARGIN OF A 30-FOOT ROADWAY AS SHOWN ON SAID SOUTHGATE'S SURVEY; THENCE ALONG THE MARGIN OF THE SAME WESTERLY 380 FEET MORE OR LESS TO THE EASTERLY MARGIN OF LYNWOOD BOULEVARD; THENCE WITH THE MARGIN OF THE SAME NORTHERLY 135 FEET TO THE POINT OF BEGINNING. BEING PART OF THE PROPERTY CONVEYED TO ROYAL OAKS LAND COMPANY BY DEED FROM S. LIEBERMAN ET AL, TRUSTEES, OF RECORD IN BOOK 487, PAGE 610, SAID REGISTER'S OFFICE.

IT IS UNDERSTOOD AND AGREED THAT ROYAL OAKS LAND COMPANY WILL FURNISH WATER TAP TO THE WITHIN CONVEYED LOT. SUBJECT TO RESTRICTIONS IN BOOK 1001, PAGE 96.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said E. C. SCRUGGS, JR. AND WIFE ANNIE M. SCRUGGS, 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 AND ASSIGNS heirs and representatives, to warrant and forever defend the title to said real estate to said E. C. SCRUGGS, JR. AND WIFE ANNIE M. SCRUGGS, 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 E. C. SCRUGGS, JR. AND WIFE ANNIE M. SCRUGGS, , Trustee, his successors and assigns, the do hereby transfer and convey unto J. M. WHITSITT real estate herein before described, with the appurtenances, estate, title, and interest thereto belonging, for the purposes aforesaid only.