WE , the said CARL MCFARLAND AND WIFE, ADELE MCFARLAND , 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 CARL MCFARLAND AND WIFE, ADELE MCFARLAND , 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 CARL MCFARLAND AND WIFE, ADELE MCFARLAND, 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 WILLIAM C. LEE 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 ROBERT J. BUSH AND WIFE, MARGARET RADER BUSH

and CARL MCFARLAND AND WIFE, ADELE MCFARLAND , hereunto set our hands

at NASHVILLE , Tennessee, this the 24TH day of JANUARY , 19 46.

ROBERT J. BUSH
MARGARET RADER BUSH
CARL MCFARLAND
ADELE MCFARLAND

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, E.B. WALTON , a Notary Public in and for said County and State, the within named ROBERT J. BUSH AND WIFE, MARGARET RADER BUSH AND CARL MCFARLAND AND WIFE, ADELE MCFARLAND

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

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

Witness my hand and official seal at Nashville, Tennessee, this 24 day of JAN 19 46.

My commission expires APR 5 1949

(Seal) E.B. WALTON
Notary Public.

U.S.R.S.$4.40

REC'D JAN 25, 1946 AT 10:53 A.M.

C

NUMBER 46303 RECORDED JAN 25, 1946 M.B. BARLAR, ET UX TO J.L. WATTS, ET UX

INSTALLMENT DEED

Book No. 1367

FOR AND IN CONSIDERATION of the sum of ($2675.00) TWO THOUSAND SIX HUNDRED SEVENTY FIVE AND NO/100 DOLLARS

of which ($250.00) TWO HUNDRED FIFTY AND NO/100 DOLLARS has been paid in cash by J.L. WATTS AND WIFE, MILDRED L. WATTS , the receipt of which is hereby acknowledged, and for the remainder OF ($2425.) TWO THOUSAND FOUR HUNDRED TWENTY FIVE AND NO/100 DOLLARS the said J.L. WATTS AND WIFE, MILDRED L. WATTS HAVE EXECUTED AND DELIVERED THEIR ONE CERTAIN PROMISSORY NOTE OF EVEN DATE HEREWITH FOR THE PRINCIPAL SUM OF TWO HUNDRED FIFTY AND NO/100 DOLLARS ($250.00), PAYABLE TO THE ORDER OF M.B. BARLAR AND WIFE, NELLIE F. BARLAR, WITH INTEREST AT THE RATE OF FIVE PER CENT (5%) PER ANNUM, PAYABLE ON OR BEFORE SIX MONTHS AFTER DATE; AND FOR THE BALANCE OF TWO THOUSAND ONE HUNDRED SEVENTY FIVE DOLLARS ($2175.00), THE SAID J.L. WATTS AND WIFE HEREBY ASSUME AND AGREE TO PAY THE UNPAID PRINCIPAL OF A NOTE, SECURED BY A VENDORS LIEN IN THE DEED FROM H.W. MILLS AND WIFE, LEILA B. MILLS TO THE SAID M.B. BARLAR AND WIFE, NELLIE F. BARLER, WHICH DEED IS OF RECORD IN BOOK PAGE REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE, SAID NOTE BEING SIGNED BY THE SAID M.B. BARLAR AND WIFE, AND PAYABLE IN MONTHLY INSTALLMENTS ON THE 10TH DAY OF EACH MONTH, THE UNPAID PRINCIPAL OF SAID NOTE NOW AMOUNTING TO SAID SUM OF $21,75.00,

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 lien to secure the same in full. This 31 day of July 1956

DEPUTY REGISTER

M.B. Barlar

AFTER 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

WE, M.B. BARLAR AND WIFE, NELLIE F. BARLAR

have this day bargained and sold, and do hereby transfer and convey, unto the said J.L. WATTS AND WIFE, MILDRED WATTS, THEIR heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

LAND IN THE 13TH, FORMERLY 23RD, CIVIL DISTRICT OF DAVIDSON COUNTY, TENNESSEE, BEING COMPOSED OF TWO SMALL TRACTS, AND CONTAINING TOGETHER 4.06 ACRES, AND DESCRIBED ACCORDING TO A COPY OF A SURVEY THEREOF MADE APRIL 27, 1945 BY LEWIS D. JUSTICE, SURVEYOR, AS FOLLOWS:

BEGINNING AT A POINT IN THE CENTER LINE OF SULPHUR SPRING ROAD, THE SOUTHEAST CORNER OF THE BENNETT PROPERTY; THENCE ALONG BENNETT'S EAST LINE NORTH 1 DEG. EAST 377 FEET TO A DEAD OAK IN THE SOUTH LINE OF THE PROPERTY OF A. KELLY; THENCE ALONG KELLY'S SOUTH LINE SOUTH 83 DEG. 30 MIN. EAST 467 FEET TO A POST IN THE LINE OF THE PROPERTY OF ROOP; THENCE ALONG ROOP'S LINE SOUTH 0 DEG. 45 MIN. EAST 322 FEET TO A POST, AND CONTINUING WITH ROOP'S LINE SOUTH 57 DEG. 15 MIN. WEST 210 FEET TO THE CENTER OF SULPHUR SPRING ROAD; THENCE WITH THE CENTER LINE OF SAME NORTH 71 DEG. 15 MIN. WEST 305 FEET TO THE POINT OF BEGINNING, CONTAINING 4.06 ACRES AS AFORESAID.

BEING THE SAME PROPERTY CONVEYED TO M.B. BARLAR AND WIFE, NELLIE F. BARLAR, BY DEED FROM H.W. MILLS AND WIFE, LEILA B. MILLS OF RECORD IN BOOK PAGE , SAID REGISTER'S OFFICE.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said J.L. WATTS AND WIFE, MILDRED L. WATTS, 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. EXCEPT AS HEREIN SET OUT.

WE further covenant and bind OURSELVES, OUR heirs and representatives, to warrant and forever defend the title to said real estate to said J.L. WATTS AND WIFE, MILDRED L. WATTS 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 J.L. WATTS AND WIFE, MILDRED L. WATTS do hereby transfer and convey unto ROSS V. DUNN , 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.