We , the said Fred Flippin and wife, Lena Mae Flippin , 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 ~~xxxxxx~~ insurable value 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 Fred Flippin and wife, Lena Mae Flippin , 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 Fred Flippin and wife, Lena Mae Flippin, 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 Davidson County, Tennessee, and the title herein conveyed to Floyd Adkisson 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 W H Crunk and wife, Bertha Crunk and Fred Flippin and wife, Lena Mae Flippin , hereunto set our hands at ~~Tennessee~~, this the 28th day of January , 19 46

W H Crunk
Bertha Crunk

Fred Flippin
Lena Mae Flippin

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, W A Crafton , a Notary Public in and for said County and State, the within named W H Crunk and wife, Bertha Crunk and Fred Flippin and wife, Lena Mae Flippin 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 xx 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.

Witness my hand and official seal at Nashville, Tennessee, this 31 day of January , 19 46.

My commission expires Jan 8, 1948 (Seal) W A Crafton
Notary Public.

U S R S $4.95

Rec'd February 1, 1946 at 11;15 A.M.

O

INSTALLMENT DEED

Book No. 1367

FOR AND IN CONSIDERATION of the sum of ($4000.00) - - FOUR THOUSAND & NO/100 - - - - - - DOLLARS of which - - - - ONE THOUSAND & NO/100 - - - - - - - - - - DOLLARS has been paid in cash by JOHN VERNON JAMES AND WIFE, SARAH B.JAMES, , the receipt of which is hereby acknowledged, and for the remainder ($3000.00) - - - THREE THOUSAND & NO/100 - - - - - - - - DOLLARS the said JOHN VERNON JAMES AND WIFE, SARAH B.JAMES,

HAVE EXECUTED AND DELIVERED THEIR JOINT PROMISSORY NOTE IN THE SUM OF $1800.00, OF EVEN DATE WITH THIS DEED, DUE IN FIVE YEARS FROM DATE WITH INTEREST AT THE RATE OF SIX PER CENT PAYABLE MONTHLY. FOR THE BALANCE OF SAID CONSIDERATION THE SAID JOHN VERNON JAMES AND WIFE, SARAH B.JAMES HAVE ALSO EXECUTED AND DELIVERED THEIR JOINT PROMISSORY NOTE IN THE SUM OF $1200.00, PAYABLE ON A FIVE YEAR INSTALLMENT PLAN AT $23.20 PER MONTH, INCLUDING PRINCIPAL AND SIX PER CENT INTEREST. THE FIRST INSTALLMENT ON SAID $1200.00 NOTE IS DUE THIRTY DAYS FROM DATE OF THIS DEED AND ANOTHER PAYMENT FOR THE SAME AMOUNT DUE ON THE SAME DAY OF EACH SUCCEEDING MONTH THEREAFTER UNTIL SAID NOTE WITH INTEREST HAS BEEN PAID IN FULL. THE TOTAL MONTHLY PAYMENTS ON BOTH NOTES ARE $32.20, WHICH INCLUDES INTEREST ON THE $1800.00 NOTE PAYABLE MONTHLY. SAID NOTES ARE PAYABLE TO MRS.ALICE FORBES CONROY AND ARE SIGNED BY JOHN VERNON JAMES AND WIFE, SARAH B.JAMES AND EXTRA PAYMENTS MAY BE MADE AT ANY TIME AND INTEREST WILL BE CHARGED ONLY ON THE UNPAID BALANCE..

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 8 day of Dec 1949

Attest: DEPUTY REGISTER

NASHVILLE TRUST CO.
By 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

MRS. ALICE FORBES CONROY, A WIDOW,

have this day bargained and sold, and do hereby transfer and convey, unto the said

JOHN VERNON JAMES AND WIFE, SARAH B.JAMES,

THEIR heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

BEING LOT NO.110 ON THE MAP OF J.S.WILLIAMS' ADDITION TO EDGEFIELD, OF RECORD IN BOOK 21, PAGE 45, REGISTERS OFFICE FOR SAID COUNTY.

SAID LOT NO.110 FRONTS 50 FEET ON THE SOUTHERLY SIDE OF FATHERLAND STREET AND RUNS BACK BETWEEN PARALLEL LINES 210 FEET TO AN ALLEY.

BEING THE SAME PROPERTY CONVEYED TO MRS.ALICE FORBES CONROY BY DEED FROM MRS. ISOLA ALLEN REEL AND HUSBAND, OF RECORD IN BOOK 769, PAGE 565, SAID REGISTERS OFFICE.

NOTE: THE LAND IS QUESTION IS 50X210 FEET ON THE SOUTH SIDE OF FATHERLAND STREET 64½ FEET WEST OF 9TH STREET.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said JOHN VERNON JAMES AND WIFE, SARAH B.JAMES, 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, EXCEPT THE TAXES FOR THE YEAR 1946 WHICH HAVE BEEN PRO RATED AND ASSUMED BY THE GRANTEES HEREIN. I further covenant and bind MYSELF, MY heirs and representatives, to warrant and forever defend the title to said real estate to said JOHN VERNON JAMES AND WIFE, SARAH B.JAMES, 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 JOHN VERNON JAMES AND WIFE, SARAH B.JAMES, do hereby transfer and convey unto E.C.ARMISTEAD , 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.