I , the said MRS. MARGERY EZELL FLAUTT , 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.

I 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 I 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 I , the said MRS. MARGERY EZELL FLAUTT , 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 I 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, I 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.

I 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. I 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 MRS. MARGERY EZELL FLAUTT, HER HEIRS, 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. C. WILKERSON Trustee, shall be vested in said successor.

~~SAID TRUSTEE AND PARKES ARMISTEAD 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 PARKES ARMISTEAD, TRUSTEE and MRS. MARGERY EZELL FLAUTT , hereunto set our hands at NASHVILLE , Tennessee, this the 1ST day of MARCH , 19 46

PARKES ARMISTEAD, TRUSTEE

MARGERY EZELL FLAUTT

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, W. E. WILKERSON , a Notary Public in and for said County and State, the within named PARKES ARMISTEAD the bargainor , with whom I am personally acquainted, and who acknowledged that HE 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 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 1ST day of MARCH 19 46.

My commission expires JAN. 8, 1949 (Seal) W. E. WILKERSON Notary Public.

STATE OF TENNESSEE
DAVIDSON COUNTY
PERSONALLY APPEARED BEFORE ME, W. E. WILKERSON A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, THE WITHIN NAMED MRS. MARGERY EZELL FLAUTT, THE BARGAINOR, WITH WHOM I AM PERSONALLY ACQUAINTED AND WHO ACKNOWLEDGED THAT SHE EXECUTED THE WITHIN INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED.
WITNESS MY HAND AND OFFICIAL SEAL AT NASHVILLE, TENNESSEE, THIS 1ST DAY OF MARCH, 1946.
(SEAL) W. E. WILKERSON, NOTARY PUBLIC

COMMISSION EXPIRES JAN. 8, 1949

RECEIVED MARCH 4, 1946 AT 10:02 A.M. - USRS #1.10 - DG

NUMBER 50423 RECORDED MARCH 2ND, 1946.

EMERSON N. STEWART ET UX.-----TO--- RALPH P. IRWIN ET UX.

INSTALLMENT DEED

Book No. 1368

FOR AND IN CONSIDERATION of the sum of $500.00 FIVE HUNDRED AND NO/100 DOLLARS of which ONE HUNDRED AND NO/100 DOLLARS has been paid in cash by RALPH P. IRWIN AND WIFE EVA MAE IRWIN , the receipt of which is hereby acknowledged, and for the remainder FOUR HUNDRED AND NO/100 ($400.00) DOLLARS the said RALPH P. IRWIN AND WIFE EVA MAE IRWIN HAVE EXECUTED THEIR ONE PRINCIPAL NOTE IN THE AMOUNT OF $400.00 OF EVEN DATE, WHICH NOTE IS INCORPORATED HEREIN BY REFERENCE PAYABLE TO EMERSON N.STEWART AND WIFE TENNIE M. STEWART, SAID NOTE BEARING INTEREST AT THE RATE OF 6% PER ANNUM ON THE UNPAID PRINCIPAL. SAID NOTE IS PAYABLE IN MONTHLY INSTALLMENTS OF $10.00 EACH MONTH, WHICH AMOUNT IS TO INCLUDE PRINCIPAL, INTEREST IS PAYABLE ON EACH PRINCIPAL PAYING DATE. SAID NOTE IS DATED FEBRUARY 23RD, 1946, AND THE FIRST MONTHLY PAYMENT IS DUE ON OR BEFORE MARCH 23, 1946, IN THE AMOUNT OF $12.00, AND THEREAFTER REDUCING MONTHLY $0.05 , UNTIL NOTE IS PAID IN FULL BOTH PRINCIPAL AND INTEREST.PRIVILEGE IS RESERVED OF PAYING ANY NUMBER OF SAID MONTHLY INSTALLMENTS OR THIS NOTE MAY BE PAID IN FULL ON ANY PAYING DATE. DEMAND, NOTICE AND PROTEST ARE EXPRESSLY WAIVED AND IF NOT PAID AT THE TIME AND IN THE MANNER ABOVE SPECIFIED, THEN ALL PRINCIPAL AND ACCURED INTEREST SHALL AT THE OPTION OF THE LEGAL HOLDER HEREOF, BECOME AT ONCE DUE AND PAYABLE

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 30 day of Aug 1949
Emerson N. Stewart
Attest: J. A. Evans DEPUTY REGISTER

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, EMERSON N. STEWART AND WIFE TENNIE M. STEWART, have this day bargained and sold, and do hereby transfer and convey, unto the said RALPH P.IRWIN AND WIFE EVA MAE IRWIN, THEIR, heirs and assigns, certain real estate in Davidson County, Tennessee, as follows: LAND IN DAVIDSON COUNTY,TENNESSEE, BEING LOT NO.42 ON THE MAP OF THE SECOND SUBDIVISION OF THE WEAKLEY HOME PLACE OF RECORD IN BOOK 547, PAGE 12, REGISTER'S OFFICE FOR SAID COUNTY.

SAID LOT FRONTS 50 FEET ON THE SOUTHERLY SIDE OF BENJAMIN STREET,AND RUNS BACK BETWEEN PARALLEL LINES 160 FEET TO AN ALLEY.

BEING THE SAME PROPERTY CONVEYED TO EMMERSON N. STEWART AND WIFE TENNIE MAE STEWART BY DEED FROM CHARLES TILLMAN STEWART , UNMARRIED OF RECORD IN BOOK 1349, PAGE 585, SAID REGISTER'S OFFICE .

IT IS UNDERSTOOD AND AGREED THAT 1946 TAXES ON THE PROPERTY HEREIN CONVEYED ARE BEING PRO RATED AND ASSUMED BY THE PURCHASER.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said RALPH P.IRWIN AND WIFE EVA MAE IRWIN 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 heirs and representatives, to warrant and forever defend the title to said real estate to said RALPH P.IRWIN AND WIFE EVA MAE IRWIN, 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 RALPH P.IRWIN AND WIFE EVA MAE IRWIN do hereby transfer and convey unto L.O. HARDAWAY , 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.