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I , the said NOLA ESKEW HICKS, AS HEREIN BEFORE STATED, , 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 $ 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.

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 NOLA ESKEW HICKS, , 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 NOLA ESKEW HICKS, HER 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 D.E. MALLERNEE, JR. 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 SAMUEL TUNE AND WIFE, NORMA TUNE

and NOLA ESKEW HICKS, , hereunto set our hands at , Tennessee, this the 13 day of MARCH , 19 46

SAMUEL TUNE

NORMA TUNE

NOLA ESKEW HICKS

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, LOUISE L. RYE, a Notary Public in and for said County and State, the within named SAMUEL TUNE AND WIFE, NORMA TUNE AND NOLA ESKEW HICKS, A WIDOW OF LEGAL AGE., 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

X

having appeared before me privately and apart from husband , the said , acknowledged the execution of the said instrument to have

X

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 13TH day of MARCH 19 46.

My commission expires JANUARY 22, 1949.

(Seal) LOUISE L. RYE,

Notary Public.

U.S.R.S.$6.60

RECEIVED MAR. 14, 1946 AT 9;35 A.M.

N.

NUMBER 51881 RECORDED MAR. 15, 1946.

W.L. TOMBERLAIN ET UX, TO PETER K. FERGUSON, JR. ET UX.

INSTALLMENT DEED

Book No. 1368

FOR AND IN CONSIDERATION of the sum of ONE THOUSAND ($1,000.00) -- DOLLARS of which THREE HUNDRED ($300.00)---- DOLLARS has been paid in cash by PETER K. FERGUSON, JR. AND WIFE, LOUISE W. FERGUSON the receipt of which is hereby acknowledged, and for the remainder ($700.00) SEVEN HUNDRED-- DOLLARS the said PETER K. FERGUSON, JR. AND WIFE, LOUISE W. FERGUSON, HAVE EXECUTED AND DELIVERED THEIR TWENTY EIGHT (28) JOINT PROMISSORY NOTES OF EVEN DATE HEREWITH IN THE SUM OF TWENTY FIVE ($25.00) DOLLARS EACH, PAYABLE TO THE ORDER OF W.L. TOMBERLAIN AND WIFE, AZELEA TOMBERLAIN, AND MATURING MONTHLY IN CONSECUTIVE ORDER, BEGINNING APRIL 11TH, 1946; THE 1ST NOTE MATURING ON THAT DATE AND ONE NOTE MATURING ON THE 11TH DAY OF EACH SUCCEEDING MONTH UNTIL ALL MATURE; ALL OF SAID NOTES BEING PAYABLE ON OR BEFORE DATE OF MATURITY AND

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, W.L. TOMBERLAIN AND WIFE, AZELEA TOMBERLAIN,

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

PETER K. FERGUSON, JR. AND WIFE, LOUISE W. FERGUSON, THEIR,

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

BEING A TRACT OF LAND IN THE 5TH, FORMERLY THE 7TH, CIVIL DISTRICT OF DAVIDSON COUNTY, TENNESSEE, DESCRIBED AS FOLLOWS;

BEGINNING AT A POINT IN THE CENTER OF THE NASHVILLE, CHATTANOOGA AND ST. LOUIS RAILWAY RIGHT-OF-WAY, SAID POINT BEING THE SOUTH-EAST CORNER OF A TRACT OF LAND CONTAINING 14.056 ACRES, MORE OR LESS, CONVEYED TO W.L. TOMBERLAIN AND WIFE, AZELEA TOMBERLAIN, BY DEED OF W.J. B. REASONOVER AND WIFE, SUSIE T. REASONOVER, OF RECORD IN BOOK 1315, PAGE 163, REGISTER'S OFFICE, FOR DAVIDSON COUNTY, TENNESSEE; THENCE LEAVING SAID RIGHT-OF-WAY AND RUNNING SOUTH 37½° WEST, WITH THE BOUNDARY LINE BETWEEN SAID 14.056 ACRE TRACT AND J.E. RAGAN, NOW A. SHUMAN, 31 POLES TO THE CENTER OF THE MILL CREEK VALLEY PIKE, THENCE WITH THE CENTER OF SAID PIKE NORTH 47° WEST 125 FEET TO A POINT; THENCE NORTH 37½° EAST AND PARALLEL WITH THE SAID J.E. RAGAN, NOW A. SHUMAN, BOUNDARY LINE, 31 POLES, MORE OR LESS, TO THE CENTER OF SAID NASHVILLE, CHATTANOOGA AND ST. LOUIS RAILWAY RIGHT-OF-WAY, THENCE WITH THE CENTER OF SAID RIGHT-OF-WAY SOUTH 57° EAST 125 FEET, MORE OR LESS TO THE BOINT OF BEGINNING, CONTAINING 1.46 ACRES, MORE OR LESS, TO THE POINT OF BEGINNING, CONTAINING 1.46 ACRES, MORE OR LESS.

BEING PART OF THE LAND CONVEYED TO SAID W.L. TOMBERLAIN AND WIFE, BY DEED OF W.J.B. REASONOVER AND WIFE, ABOVE REFERRED TO.

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 15 day of MAR 1946.

Attest: DEPUTY REGISTER

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said PETER K. FERGUSON, JR. AND WIFE, LOUISE W. FERGUSON, 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.

WE further covenant and bind

OURSELVES, OUR heirs and representatives, to warrant and forever defend the title to said real estate to said PETER K. FERGUSON, JR. AND WIFE, LOUISE W. FERGUSON, 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 PETER K. FERGUSON, JR. AND WIFE, LOUISE W. FERGUSON, do hereby transfer and convey unto J. P. ELLIS, , 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.