WE , the said B.T. MILLER, JR AND WIFE, DORRIS LEE MILLER , 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 $ 4000.00 IS 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 B.T. MILLER, JR AND WIFE, DORRIS LEE MILLER , shall pay the notes aforesaid when due, according to ITS 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 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, IF 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 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 B.T. MILLER, JR AND WIFE, DORRIS LEE MILLER, 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 GEORGE B. POTTS 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 B.T. MILLER, SR AND WIFE, GORDIA N.MILLER

and B.T. MILLER, JR AND WIFE, DORRIS LEE MILLER , hereunto set our hands at AT NASHVILLE, TENNESSEE Tennessee, this the 1 day of MARCH , 1946.

B.T. MILLER SR
GORDIA N.MILLER
B.T. MILLER, JR
DORRIS LEE MILLER

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, ANNA LOUISE MILLS , a Notary Public in and for said County and State, the within named B.T. MILLER, SR AND WIFE, GORDIA N.MILLER AND B.T. MILLER, JR AND WIFE, DORRIS LEE MILLER, 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 , 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 16 day of MARCH 1946..

My commission expires 7-12-47

U.S.R.S.$8.80

REC'D MCH 20, 1946 AT 11:37 A.M.

C

(Seal) ANNA LOUISE MILLS
Notary Public.

Number 52466 Mrs. Florence Jonnson to Robert T Sircy et ux
Recorded Mar. 21, 1946

INSTALLMENT DEED

Book No. 1368

FOR AND IN CONSIDERATION of the sum of Twenty-one Hundred Thirty-six and 31/100 DOLLARS plus interest to be paid to me by Robert T. Sircy and wife, Alene in five annual Payments of ~~which~~ Five Hundred Fifty-five and 44/100 Dollars (*) ~~DOLLARS has been paid in cash by the receipt of which is hereby acknowledged, and for the remainder~~ 1946 and payable one each year in succession to the order of Mrs. Florence Jonnson ~~DOLLARS~~ (*) each evidenced by their five promissory lien notes, dated March 20, the said

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 May 1951.

Attest: E. J. Vibert DEPUTY REGISTER

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 I, Mrs. Florence Johnson, a widow

have this day bargained and sold, and do hereby transfer and convey, unto the said Robert T. Sircy and wife, Alene Sircy, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

In the 4th Civil District, fronting 100 feet on the north side of Central Pike and running back northerly between parallel lines 412. feet; the southeast corner of this lot being 100 feet west from the southwest corner of the Harry Nichol lot; the lot herein conveyed beginning at said southeast corner at a stake and running northerly 412 feet to a stake in the R. J. Pully line; thence westerly 100 feet to a stake in said Pulley's line; thence southerly 412 feet and parallel with the east line of this lot to a stake on the Central Pike at a point 100 feet west from the beginning point; thence easterly 100 feet along said pike to the beginning point. This lot having thereon a nice new residence now occupied by the conveyees herein and this lot being a part of the 4 acre tract conveyed to me, Mrs. Florence Jonnson, April 21, 1936 by Albert H. Thomas, Trustee by deed of record in Book 1003, page 38 of the Register's Office of Davidson County, Tennessee. This lot is bounded on the east and on the west by Mrs. Florence Jonnson's Property; on the north by the R. J. Pulley land and on the south by the Central Pike.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said Robert T. Sircy and wife, Aileen Sircy, their heirs and assigns, forever, and I do 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 taxes for 1946 which conveyees agree to pay.

I further covenant and bind myself, my heirs and representatives, to warrant and forever defend the title to said real estate to said Robert T. Sircy and wife, 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 me in hand paid we , the said Robert T. Sircy and wife, Aileen Sircy do hereby transfer and convey unto Noan W. Cooper , 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.