WE, the said H. B. MCPHERSON AND WIFE, AMELIA L. MCPHERSON, 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 H. B. MCPHERSON AND WIFE, AMELIA L. MCPHERSON, 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 H. B. MCPHERSON AND WIFE, AMELIA L. MCPHERSON, 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 M. D. MCCARLEY Trustee, shall be vested in said successor.

~~Said Trustee shall execute this trust without being required to give bond for the discharge of its duties and no surety shall be required on any bond required to be given by any successor Trustee.~~

In Witness Whereof, We, the said HERBERT F. SPAIN AND WIFE, BETTIE SPAIN

and H. B. MCPHERSON AND WIFE, AMELIA L. MCPHERSON, hereunto set our hands

at NASHVILLE, Tennessee, this the 15TH day of APRIL, 1946

HERBERT F. SPAIN
BETTIE SPAIN
H. B. MCPHERSON
AMELIA L. MCPHERSON

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, M.A. DRAPER, a Notary Public in and for said County and State, the within named HERBERT F. SPAIN AND WIFE, BETTIE SPAIN

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 X, acknowledged the execution of the said instrument to have been done by 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~~ GOODLETTSVILLE Tennessee, this 15TH day of APRIL, 19 46.

My commission expires 7/9/49

(Seal) M. A. DRAPER
Notary Public.

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, MYRTLE DAVIS, a Notary Public in and for said County and State, the within named H. B. MCPHERSON AND WIFE, AMELIA L. MCPHERSON

the bargainor, 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 X, acknowledged the execution of the said instrument to have been done by 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 17TH day of OCT. 19 46.

My commission expires OCT. 6-1949

(Seal) MYRTLE DAVIS
Notary Public.

U.S.R.S. $1.10
RECEIVED APRIL 23, 1946 AT 8:08AM MCH

NUMBER 56247 RECORDED APR. 24, 1946. 173

EMMA KOONCE SANDERS, ET AL -TO- MISS AUDREY MAI JACKSON.

INSTALLMENT DEED

Book No. 1369

FOR AND IN CONSIDERATION of the sum of ($6500.00) SIXTY FIVE HUNDRED AND 00/100- DOLLARS

a. which THIRTEEN HUNDRED AND 00/100 ($1300.00)-- DOLLARS has been paid in cash by MISS AUDREY MAI JACKSON, the receipt of which is hereby acknowledged, and for the remainder FIFTY TWO HUNDRED AND 00/100 ($5200.00)--- DOLLARS

the said MISS AUDREY MAI JACKSON, HAS THIS DAY EXECUTED HER ONE (1) PROMISSORY NOTE IN THE SUM OF $5200.00 OVER A PERIOD OF FOURTEEN YEARS IN MONTHLY INSTALLMENTS OF FIFTY-FIVE AND 83/100 ($45.83) DOLLARS EACH, INCLUDING 6% INTEREST, TO BE APPLIED FIRST TO INTEREST ON THE UNPAID BALANCE, AND THE BALANCE TO PRINCIPAL. PRIVILEGE IS RESERVED OF PAYING ANY NUMBER OF MONTHLY INSTALLMENTS, OR THIS NOTE MAY BE PAID IN FULL ON ANY PAYING DATE. SAID NOTE PAYABLE TO THE ORDER OF EMMA KOONCE SANDERS. FIRST INSTALLMENT OF $45.83 PAYABEL ONE MONTH FROM DATE OF DEED AND ONE ON THE SAME DAY OF EACH AND EVERY MONTH THEREAFTER UNTIL SAID NOTE IS PAID IN FULL.

[illegible] to secure [illegible] 1st American Nat'l Bank
Attest: [illegible] By [illegible]

SAID NOTE

~~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, EMMA KOONCE SANDERS AND HUSBAND J.J. SANDERS,

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

MISS AUDREY MAI JACKSON, HER heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

BEING THE EASTERLY 55 FEET OF LOT NUMBER 5 ON THE MAP OF JONES AND BRADFORD'S SUBDIVISION AS OF RECORD IN BOOK 332, PAGE 53 OF THE REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE. SAID PART OF SAID LOT FRONTS 55 FEET ON THE NORTH SIDE OF SHARPE AVENUE AND RUNS BACK BETWEEN PARALLEL LINES 154.5 FEET ALONG THE WESTERLY MARGIN OF KLINE STREET, TO AN ALLEY IN THE REAR.

BEING THE SAME PROPERTY CONVEYED TO EMMA KOONCE SANDERS BY DEED FROM E.L. HAMPTON AND WIFE, OF RECORD IN BOOK 974, PAGE 217 OF THE REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE.

TAXES FOR THE YEAR 1946 PRORATED AS OF DATE OF DEED AND ASSUMED BY PURCHASER.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said MISS AUDREY MAI JACKSON, 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 MISS AUDREY MAI JACKSON, HER 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 I, the said MISS AUDREY MAI JACKSON,

do hereby transfer and convey unto H. WADE SANDERS, 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.