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we , the said **P.T. Waggoner and wife, Virginia E. Waggoner** , 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.

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 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 **P.T. Waggoner and wife, Virginia E. Waggoner,** , 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 **P.T. Waggoner and wife, Virginia E. Waggoner,** 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 **Albert H. Thomas** 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 **J.F. Ahearn and Nashville Trust Company, have hereunto subscribed their names as Trustees under the will of R.H. Wright, deceased, and have affixed and attested thereon the seal of said corporation,** and **P.T. Waggoner and wife, Virginia E. Waggoner,** hereunto set our hands at **Nashville,** Tennessee, this the **18th** day of **May** , 19 **46**

(Seal) J F Ahearn Trustee
NASHVILLE TRUST COMPANY, as Trustee
& w Robert H. Wright
By: Chas Nelson President
ATTEST: W M McNeilly Secretary

P.T. Waggoner
Virginia E Waggoner

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, DORRIS S. LOVETNTHAL , a Notary Public in and for said County and State, the within named **P.T. Waggoner and wife, Virginia E. Waggoner**

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 having appeared before me privately and apart from husband , the said , 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 **18th** day of **May** 19 **46.**

My commission expires **January 8 , 1949**

(Seal) **Dorris S. Loventhal**
Notary Public.

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, **DORRIS S. LOVENTHAL,** , a Notary Public in and for said County and State, the within named **J. F. AHEARN, TRUSTEE,**

the bargainor , with whom I am personally acquainted, and who acknowledged that **he** executed the within instrument for the purposes therein contained.

And , of the said having appeared before me privately and apart from husband , the said , 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 **18th** day of **May** , 19 **46**

My commission expires **January 8, 1949**

(Seal) **Dorris S. Loventhal**
Notary Public.

*** See acknowledgement on preceding page**
USRS $1.10
Received May 20, 1946 at 12:30 P.M. NS

NUMBER 5926F RECORDED MAY 21, 1946

LULA WHITE, ET VIR TO HERMAN FRIERSON, ET UX

INSTALLMENT DEED

Book No. 1369

FOR AND IN CONSIDERATION of the sum of $1,200.00 TWELVE HUNDRED DOLLARS XXXXXXXX

& wind. ($600.00) SIX HUNDRED---- DOLLARS has been paid in cash by HERMAN FRIERSON AND WIFE BOBBIE FRIERSON , the receipt of which is hereby acknowledged, and for the remainder $600.00 SIX HUNDRED DOLLARS the said HERMAN FRIERSON AND WIFE, BOBBIE FRIERSON HAVE EXECUTED AND DELIVERED THEIR FORTY THREE (43) PROMISSORY NOTES ALL EVEN DATE HEREWITH, AND PAYABLE TO THE ORDER OF LULA WHITE. ALL OF SAID NOTES ARE IN THE PRINCIPAL SUM OF $14.00 FOURTEEN DOLLARS EACH; EXCEPT THE (43) FORTY THIRD NOTE WHICH IS THE LAST NOTE IS IN THE PRINCIPAL SUM OF $12.00 TWELVE DOLLARS; INTEREST AT THE RATE OF 6%; INTEREST COMPUTED AND ADDED IN ON THE FACE OF EACH NOTE, MAKING THE FIRST ONE OF SAID NOTES FOR $17.00 SEVENTEEN DOLLARS, AND EACH NOTE IS 7¢ SEVEN CENTS LESS THAN THE ONE THAT PROCEEDS IT. EXCEPT THE LAST NOTE WHICH IS THE (43) FORTY THIRD NOTE IS FOR $12.06 TWELVE 06/100 DOLLARS. NONE OF SAID NOTES BEAR INTEREST UNTIL AFTER MATURITY. THE FIRST ONE OF SAID NOTES FALL DUE AND BECOME PAYABLE ON THE 13TH DAY OF JUNE 1946. AND ONE ON THE 13TH DAY OF EACH MONTH THEIRAFTER UNTIL ALL OF SAID NOTES HAVE BEEN PAID IN FULL.

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

LULA WHITE AND HUSBAND, HERBERT F. WHITE

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

HERMAN FRIERSON AND WIFE, BOBBIE FRIERSON THEIR heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

LAND IN DAVIDSON COUNTY TENNESSEE, BEING THE SOUTH HALF OF LOT NO. 392 ON THE MAP OF D. T. MCGAVOCK AND OTHERS' PLAN OF LOTS, OF RECORD IN BOOK 21, PAGE 41, REGISTER'S OFFICE FOR SAID COUNTY.

SAID PART OF LOT FRONTS 50 FEET ON THE WEST SIDE OF 17TH AVENUE NORTH, AND RUNS BACK BETWEEN PARALLEL LINES 170 FEET TO AN ALLEY.

BEING THE SAME PROPERTY CONVEYED TO LULA WHITE BY DEED FROM HERBERT F. WHITE, OF RECORD IN BOOK 1142, PAGE 235, REGISTER'S OFFICE FOR SAID COUNTY.

LULA WHITE AND LULA A. WHITE, IS BOTH THE SAME PERSON.

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 17 day of May 1949

Attest: DEPUTY REGISTER

Fraser Realty & Trust
by J.F. McCall

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said HERMAN FRIERSON AND WIFE, BOBBIE FRIERSON 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. EXCEPT 1946 TAXES WHICH THE PURCHASERS ARE WILLING TO ASSUME AND AGREE TO PAY. WE further covenant and bind OURSELVES, OUR heirs and representatives, to warrant and forever defend the title to said real estate to said HERMAN FRIERSON AND WIFE, BOBBIE FRIERSON 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 HERMAN FRIERSON AND WIFE, BOBBIE FRIERSON do hereby transfer and convey unto J. W. FRIERSON , 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.