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I , the said NANCY P. MICHENER , 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 $ 2,000.00 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 NANCY P. MICHENER , 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 Trustee and 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 NANCY P. MICHENER, 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 Davidson County, Tennessee, and the title herein conveyed to WILLIAM C. LEE Trustee, shall be vested in said successor.

~~[illegible]~~ release ~~[illegible]~~

In Witness Whereof, We, the said MAGGIE G. BANDY AND HUSBAND, W. T. BANDY

and NANCY P. MICHENER , hereunto set our hands

at NASHVILLE , Tennessee, this the 22ND day of JUNE , 19 46

MAGGIE G. BANDY
W. T. BANDY
NANCY P. MICHENER

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, WADE SAIN , a Notary Public in and for said County and State, the within named NANCY P. MICHENER, ONE OF the bargainor S , with whom I am personally acquainted, and who acknowledged that SHE 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 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 JULY 19 46 .

My commission expires APRIL 4, 1948 (Seal) WADE SAIN Notary Public.

MISSISSIPPI YALOBUSHA

STATE OF ~~TENNESSEE, DAVIDSON~~ COUNTY.

Personally appeared before me, G. C. PRITCHARD , a Notary Public in and for said County and State, the within named MAGGIE G. BANDY AND HUSBAND, W. T. BANDY 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 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~~ OAKLAND, MISS MISSISSIPPI this 24TH day of JUNE 19 46

My commission expires DEC. 1, 1947 (Seal) G. C. PRITCHARD Notary Public.

U.S.R.S. $3.85
RECEIVED JULY 1, 1946 AT 11:30 A.M. I.S.

[illegible] RECORDED JULY 2, 1946 [illegible]

INSTALLMENT DEED

Book No. 1369

FOR AND IN CONSIDERATION of the sum of FOUR HUNDRED SEVENTY FIVE AND NO/100 (~~$475.00~~) DOLLARS

~~[illegible]~~ ONE HUNDRED AND NO/100 ($100.00) ~~—~~ DOLLARS has been paid in cash by MARVIN L. SHAFES, SR. AND WIFE BERDIE L. SHAFES, the receipt of which is hereby acknowledged, and for the remainder THREE HUNDRED SEVENTY FIVE AND NO/100 ($375.00) DOLLARS the said MARVIN L. SHAFES, SR., AND WIFE BERDIE L. SHAFES have HIS SAFE EXECUTED TO THE UNDER OF MARY JONES NELSON AND WILLIAM H. HAGAN, EXECUTOR OF THE ESTATE OF DAVID JONES, A NOTE FOR THE SUM OF THREE HUNDRED SEVENTY FIVE AND NO/100 ($375.00) DOLLARS PAYABLE IN THIRTY SEVEN (37) CONSECUTIVE MONTHLY INSTALLMENTS OF TEN AND NO/100 ($10.00) DOLLARS EACH, AND ONE (1) MONTHLY PAYMENT FOR THE SUM OF FIVE AND NO/100 ($5.00) DOLLARS, SAID PAYMENT BEING THE LAST OR NO. 38TH PAYMENT. THE SAID NOTE TO BEAR INTEREST AT THE RATE OF 6% PER ANNUM, PAYABLE ON THE ENTIRE REMAINING INDEBTEDNESS AT EACH MONTHLY PAYMENT. THE FIRST OF SAID MONTHLY INSTALLMENTS TO FALL DUE ONE MONTH AFTER DATE OF THIS INSTRUMENT AND THE REMAINING INSTALLMENTS MONTHLY CONSECUTIVELY THEREAFTER,

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 9 day of [illegible] 1948.

Attest: P. Wilson DEPUTY REGISTER By W. R. Hagan

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, MARY JONES NELSON AND HUSBAND ROBERT WILLIAM NELSON, MRS. ELIZABETH JONES (A WIDOW), AND WILLIAM H. HAGAN, EXECUTOR OF THE ESTATE OF DAVID JONES have this day bargained and sold, and do hereby transfer and convey, unto the said MARVIN L. SHAFES, SR., AND WIFE BERDIE L. SHAFES, THEIR heirs and assigns, certain real estate in Davidson County, Tennessee, as follows: BEGINNING ON THE WESTERLY MARGIN OF LOGAN AVENUE AT THE SOUTHEAST CORNER OF THE JOHN LOGAN, JR., LOT, THENCE SOUTHWARDLY WITH THE WESTERLY MARGIN OF LOGAN AVENUE 53 FEET, MORE OR LESS, TO THE NORTHEAST CORNER OF A LOT SOLD TO J. N. WADDELL AND WIFE, BY DEED FROM MARY JONES PAYNE, ET AL, OF RECORD IN BOOK 1475, PAGE 13, REGISTER'S OFFICE FOR SAID COUNTY; THENCE WESTWARDLY AND WITH THE SAID WADDELL NORTH LINE 140 FEET, MORE OR LESS, TO THE EASTERLY LINE OF THE AKIN PROPERTY, FORMERLY KING LANDS; THENCE WITH THE SAID AKIN EAST LINE 53 FEET, MORE OR LESS, TO THE SOUTHWEST CORNER OF THE JOHN LOGAN, JR., LOT; THENCE EASTWARDLY AND WITH THE SOUTHERLY LINE OF THE JOHN LOGAN, JR., LOT 140 FEET, MORE OR LESS TO THE BEGINNING, AND BEING THE NORTHERLY PART OF THE PROPERTY CONVEYED TO SUSAN JONES BY DEED FROM JOSEPH F. CARTER AND WIFE AS OF RECORD IN BOOK 309, PAGE 309, R.O.D.C.

THE ABOVE MENTIONED SUSAN JONES DIED IN FEBRUARY 1920 LEAVING AS HER SOLE HEIRS HER HUSBAND, DAVE JONES, AND CHILDREN, MARY OPHELIA JONES, AND DAVID JONES; THE SAID DAVE JONES DIED INTESTATE LEAVING AS HIS SOLE HEIRS AT LAW DAVID JONES, NOW DECEASED, AND MARY OPHELIA JONES, LATER MARY JONES PAYNE, AND NOW MARY JONES NELSON. THE TITLE TO THE AFORESAID DESCRIBED PROPERTY NOW BEING VESTED IN MARY JONES NELSON, MRS. ELIZABETH JONES, WIDOW OF DAVID JONES, AND WILLIAM H. HAGAN, AS EXECUTOR, AS DEVISEES UNDER THE WILL OF DAVID JONES WHOSE WILL APPEARS OF RECORD IN WILL BOOK 33, PAGE 299, COUNTY COURT FOR DAVIDSON COUNTY, TENNESSEE. TAXES FOR 1946 ASSUMED HEREIN BY THE GRANTEES.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said MARVIN L. SHAFES, SR., AND WIFE BERDIE L. SHAFES, THEIR heirs and assigns, forever, AND 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.

AND WE further covenant and bind OURSELVES, OUR SUCCESSORS heirs and representatives, to warrant and forever defend the title to said real estate to said MARVIN L. SHAFES, SR., AND WIFE BERDIE L. SHAFES, 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 -- in hand paid WE, the said MARVIN L. SHAFES, SR., AND WIFE BERDIE L. SHAFES do hereby transfer and convey unto W. T. BANDY, 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.