WE, , the said JOHN T. NASH AND WIFE BERTHA C. NASH , 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.

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 JOHN T. NASH AND WIFE BERTHA C. NASH , 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, 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 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 JOHN T. NASH AND WIFE BERTHA C. NASH 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 ALEX PIRTLE SR., , 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 JOHN T. NASH AND WIFE BERTHA C. NASH AND C.W. BEARD WIDOWER,

and

, hereunto set our hands

at , Tennessee, this the 6 day of MAY , 1946

C.W.BEARD

JOHN T. NASH

BERTHA C. NASH

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, , a Notary Public in and for said County and State, the within named C.W.BEARD, WIDOWER, AND JOHN T. NASH AND WIFE BERTHA C. NASH

the bargainor S , with whom I am personally acquainted, and who acknowledged that WE, 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 6TH day of MAY , 1946.

My commission expires JAN 12,1950

U.S.R.S. $4.40 (Seal) MARY RAMBO Notary Public

RECEIVED MAY 9TH,1946. AT 2:04 P.M. DG



# INSTALLMENT DEED

**Book No. 1391**

FOR AND IN CONSIDERATION of the sum of $3700.00 THIRTY-SEVEN-HUNDRED AND NO/100--- DOLLARS of which FIVE-HUNDRED ($500.00) AND NO/100------ DOLLARS has been paid in cash by BESSIE FUQUA , the receipt of which is hereby acknowledged, and for the remainder $3200.00 THIRTY-TWO-HUNDRED AND NO/100------- DOLLARS the said BESSIE FUQUA HAS EXECUTED HER 178 PROMISSORY NOTES DATED FEBRUARY 9TH, 1946, THE FIRST 177 NOTES ARE EACH IN THE PRINCIPAL SUM OF EIGHTEEN ($18.00) DOLLARS AND THE LAST NOTE BEING IN THE PRINCIPAL SUM OF FOURTEEN ($14.00) BUT WITH THE INTEREST CALCULATED AT THE RATE OF FIVE PER CENT PER ANNUM BUT PAYMENTS MADE MONTHLY AND BOTH INTEREST AND PRINCIPAL PAYMENT SAID FIRST NOTE BEING $31.35 EACH NOTE DECREASING IN THE SUM OF SEVEN (07) CENTS AND EIGHT (08) CENTS PER AND ALTERNATING IN THAT WAY AND MANNER PROVIDED THEY ARE PAID OFF IN THE MANNER EXECUTED AND THE 177TH NOTE BEING FOR $18.15 AND THE LAST NOTE BEING FOR $14.06 AND IF AT THE MATURITY DATE OF ANY NOTE, IF ALL THE REMAINDER NOTES SHOULD BE PAID THEY MAY BE HAD IF NONE BEING IN ARREARS AT THE TIME, FOR THEIR FACE VALUE ALL OF SAID NOTES DUE AND PAYABLE TO W. M. JACKSON AND WIFE ESTELLA JACKSON, OR ORDER. THE FIRST NOTE DUE MARCH 9TH 1946, OTHERS ON OR BEFORE THE 9TH DAY OF EACH AND EVERY MONTH THEREAFTER XXXXX UNTIL ALL PAID

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

WE, W. M. JACKSON AND WIFE ESTELLA JACKSON

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

MRS. BESSIE FUQUA, HER heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

BEING LOT NO. 17 ON THE PLAN OF COBB'S SUBDIVISION OF THE R. K. BROWN PROPERTY, AS OF RECORD IN BOOK 332, PAGE 144, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE.

BEGINNING ON THE SOUTHERLY SIDE OF PETWAY AVENUE, AT THE CORNER OF LOTS NOS. 5 AND 17 ON SAID PLAN; THENCE SOUTHERLY 80 FEET TO THE END OF AN ALLEY; THENCE EASTERLY ACROSS THE END OF SAID ALLEY 10 FEET; THENCE SOUTHERLY WITH THE EASTERLY MARGIN OF SAID ALLEY 69 FEET TO THE NORTHERLY MARGIN OF AN OTHER ALLEY; THENCE WITH THE LAST MENTIONED ALLEY, EASTERLY 50 FEET TO THE CORNER OF LOTS NOS. 16 AND 17; THENCE NORTHERLY WITH THE LINE BETWEEN SAID TWO LOTS 148 FEET TO THE SOUTHERLY MARGIN OF PETWAY AVENUE; THENCE WITH THE SOUTHERLY MARGIN OF SAID AVENUE WESTERLY 60 FEET TO THE BEGINNING.

BEING THE SAME PROPERTY CONVEYED TO W. M. JACKSON BY DEED FROM MRS. HATTIE L. JONES, AND HUSBAND, OF RECORD IN BOOK 911, PAGE 25, SAID REGISTER'S OFFICE.

NOTE: THE PURCHASER HEREOF ASSUMES THE PAYMENT OF THE TAXES FOR THE YEAR 1946.

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 19 day of 1960

Attest: E. Jochene DEPUTY REGISTER W. M. Jackson

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said BESSIE FUQUA HER 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 BESSIE FUQUA, 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 US in hand paid WE, the said BESSIE FUQUA AND HER HUSBAND EDWARD FUQUA do hereby transfer and convey unto ESTELLA JACKSON , 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.