-- , the said -- , 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 $ 5, 500.00 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 Roger W. King , 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 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.

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 Roger W. King 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 J. L. Gnee , 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 Callie Yarbrough

and Roger W. King , hereunto set our hands

at --------------------~~Tennessee,~~ this the 19th day of July , 19 46

Callie Yarbrough
Roger W. King

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, Elizabeth S. Shacklett , a Notary Public in and for said County and State, the within named Callie Yarbrough, unmarried and Roger W. King, unmarried the bargainor , with whom I am personally acquainted, and who acknowledged that -- executed the within instrument for the purposes therein contained.

And xx , of the said having appeared before me privately and apart from husband , the said xxxx , acknowledged the execution of the said instrument to have been done by xx 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 19th day of July , 19 46.

My commission expires April 6, 1950

(Seal) Elizabeth S. Shacklett Notary Public

USRS $9.35

Received July 19, 1946 at 2:32 P.M. MS

NUMBER 65411 RECORDED JULY 22, 1946

SYDNEY F. KEEBLE, TRUSTEE
W. P. KIRKMAND, TRUSTEE
TO W. C. HULLETT, ET UX.

INSTALLMENT DEED

Book No. 1392

FOR AND IN CONSIDERATION of the sum of THIRTY-FIVE HUNDRED AND NO/100 ($3500.00) DOLLARS of which FIVE HUNDRED SIXTY-ONE AND 14/100 ($561.14) DOLLARS has been paid in cash by W. C. HULLETT AND WIFE, FLORA U. HULLETT , the receipt of which is hereby acknowledged, and for the remainder TWENTY-NINE HUNDRED THIRTY-EIGHT AND 86/100 ($2938.86) DOLLARS the said W. C. HULLETT AND WIFE, FLORA U. HULLETT HAVE EXECUTED THEIR PROMISSORY NOTE OF EVEN DATE HEREWITH PAYABLE TO OURSELVES AND ENDORSED BY SAID W. C. HULLETT AND FLORA U. HULLETT, PAYABLE AS FOLLOWS::
$2,938.86, WHICH TOGETHER WITH INTEREST AT THE RATE OF 6% PER ANNUM IS PAYABLE IN 138 EQUAL MONTHLY INSTALMENTS ON THE 1ST DAY OF EACH CALENDAR MONTH, BEGINNING ON THE 1ST DAY OF NOVEMBER, 1945, EACH FOR THE SUM OF $29.54, AND EACH OF SAID INSTALMENTS INCLUDING:
(A) INTEREST CALCULATED ON THE MONTHLY DECREASING BALANCE OF SAID PRINCIPAL SUM, AFTER THE PAYMENT OF EACH OF THE SAID MONTHLY INSTALMENTS, AND
(B) A PAYMENT ON ACCOUNT OF AMORTIZATION OF THE PRINCIPAL OF SAID LOAN.

TOGETHER WITH AND IN ADDITION TO THE MONTHLY PAYMENTS OF PRINCIPAL AND INTERST PAYABLE UNDER THE TERMS OF THE NOTE SECURED HEREBY, THERE SHALL BE PAYABLE ON THE FIRST DAY OF EACH MONTH CONSECUTIVELY UNTIL THE NOTE IS FULLY PAID, THE FOLLOWING SUMS:
AN INSTALMENT OF THE TAXES AND ASSESSMENTS LEVIED OR TO BE LEVIED AGAINST THE PROPERTY AND THE PREMIUM OR PREMIUMS THAT WILL BECOME DUE AND PAYABLE TO RENEW THE INSURANCE ON THE PREMISES COVERED HEREBY AGAINST LOSS BY FIRE OR SUCH OTHER HAZARD AS MAY REASONABLY BE REQUIRED IN AMOUNTS AND IN A COMPANY, OR COMPANIES, SATISFACTORY TO SAID TRUSTEE. THESE INSTALMENTS SHALL BE EQUAL RESPECTIVELY TO 1/12TH OF THE ESTIMATED PREMIUM OR PREMIUMS FOR SUCH INSURANCE, AND TAXES AND ASSESSMENTS NEXT DUE. SAID TRUSTEE SHALL HOLD THE MONTHLY PAYMENTS IN TRUST TO PAY SUCH PREMIUM OR PREMIUMS AND TAXES AND ASSESSMENTS BEFORE THE SAME BECOME DELINQUENT.
ALL PAYMENTS TO BE MADE UNDER THE NOTE SECURED HEREBY SHALL BE ADDED TOGETHER AND THE AGGREGATE AMOUNT THEREOF SHALL BE PAID BY THE UNDERSIGNED EACH MONTH IN A SINGLE PAYMENT TO BE APPLIED BY THE SAID TRUSTEE TO THE FOLLOWING ITEMS IN THE ORDER SET FORTH;
1; TAXES, SPECIAL ASSESSMENTS, AND ALL INSURANCE PREMIUMS 2; INTEREST ON THE NOTE SECURED HEREBY; 3; AMORTIZATION OF THE PRINCIPAL OF SAID NOTE. SEE * BELOW
XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX 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, SYDNEY F. KEEBLE, TRUSTEE AND W. P. KIRKMAN, TRUSTEE

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

W. C. HULLETT AND WIFE, FLORA U. HULLETT THEIR heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

BEING LOTS NOS. 256 AND 257 ON THE MAP OF MCEWEN PLACE AS OF RECORD IN BOOK 332, PAGE 133, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE.

SAID LOTS NOS. 256 FRONTS 30 FEET ON THE EASTERLY SIDE OF NORTH 16TH FORMERLY HICKMAN STREET AND RUNS BACK BETWEEN PARALLEL LINES 128 FEET TO AN ALLEY LOT NO. 257 FRONTS 25 FT. ON EASTERLY SIDE OF N. 16TH ST. FORMERLY HICKMAN ST. RUNS BACK BETWEEN PARALLEL LINES 128 FEET TO AN ALLEY.

BEING THE SAME PROPERTY CONVEYED BY DEED OF W. L. BAINBRIDGE, JR. AND WIFE TO P. M. ESTES, JR., TRUSTEE, ET AL, DATED NOVEMBER 1, 1939, AND RECORDED IN BOOK 110, PAGE 461, SAID REGISTER'S OFFICE.

TAXES AND INSURANCE PREMIUMS FOR 1945 TO BE PAID BY GRANTEE.

Attest: DEPUTY REGISTER

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 2 day of Aug 1948.
E. W. L. Polk
Attest: J. P. Wilson DEPUTY REGISTER

* ANY DEFICIENCY IN THE AMOUNT OF SUCH AGGREGATE MONTHLY PAYMENT SHALL UNLESS MADE GOOD BY THE UNDERSIGNED PRIOR TO THE DUE DATE OF THE NEXT SUCH PAYMENT, CONSTITUTE AN EVENT OF DEFAULT UNDER THIS INSTALMENT DEED.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said W. C. HULLETT AND WIFE, FLORA U. HULLETT 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 SUCCESSORS ~~heirs~~ and representatives, to warrant and forever defend the title to said real estate to said W. C. HULLETT AND WIFE, FLORA U. HULLETT 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 W. C. HULLETT AND WIFE, FLORA U. HULLETT do hereby transfer and convey unto P. M. ESTES , 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.