WE , the said J.R. MCKNIGHT AND DELLA MCKNIGHT , 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 $ 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.

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 J.R. MCKNIGHT AND WIFE, DELLA MCKNIGHT , 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 J.R. MCKNIGHT, HIS 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 ELKIN GARFINKLE , Trustee, shall be vested in said successor.

In Witness Whereof, We, the said THOMAS S. MCHATTON, LOUIS E. MCHATTON, CHAS. T. MCHATTON, MARTHA EUGENIA MCHATTON, ELIZABETH MCHATTON BURN AND J. R. MCKNIGHT AND DELLA MCKNIGHT and , hereunto set our hands at Tennessee, this the 21ST day of OCTOBER , 1946.

THOMAS S. MCHATTON
LOUIS E. MCHATTON
CHARLES T. MCHATTON
MARTHA EUGENIA MCHATTON
MRS. ELIZABETH MCHATTON BURN
J.R. MCKNIGHT
DELLA MCKNIGHT

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, FRED KIRSHNER , a Notary Public in and for said County and State, the within named J.R. MCKNIGHT AND WIFE, DELLA MCKNIGHT , the bargainor S, with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

X
having appeared before me privately and apart from husband , the said , 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 26TH day of OCTOBER , 1946.

My commission expires JULY 28, 1948

(Seal) FRED KIRSHNER
Notary Public

KENTUCKY JEFFERSON
STATE OF COUNTY.

Personally appeared before me, E.R. GLENN , a Notary Public in and for said County and State, the within named THOMAS S. MCHATTON, LOUIS E. MCHATTON, CHAS. T. MCHATTON, MARTHA EUGENIA MCHATTON AND ELIZABETH MCHATTON BURN , the bargainor S, with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

X
having appeared before me privately and apart from husband , the said , 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 LOUISVILLE, KENTUCKY this 21ST day of OCTOBER , 1946.

My commission expires 7/12/47

U.S.R.S. $1.10

(Seal) E.R. GLENN
Notary Public.

RECEIVED OCTOBER 29, 1946 AT 8:41AM MDH

NUMBER 75753 RECORDED OCT. 31, 1946

MINNIE E. TOWLES, ET AL TO WALTER LEE BLAIR

V R.H

INSTALLMENT DEED

Book No. 1397

FOR AND IN CONSIDERATION of the sum of SEVEN HUNDRED FIFTY ($750.00) DOLLARS of which TWO HUNDRED ($200.00) DOLLARS has been paid in cash by WALTER LEE BLAIR, AN UNMARRIED MAN , the receipt of which is hereby acknowledged, and for the remainder FIVE HUNDRED FIFTY ($550.00) DOLLARS the said WALTER LEE BLAIR HAS EXECUTED THEIR 24 PROMISSORY NOTES, OF EVEN DATE HEREWITH FOR $24.39 EACH, INTEREST HAVING BEEN CALCULATED AND APPORTIONED INTO THE FACE OF SAID NOTES, THE FIRST OF SAID NOTES IS DUE AND PAYABLE ON THE 21 DAY OF NOVEMBER 1946, AND THEN ONE NOTE IS DUE AND PAYABLE ON THE 21 DAY OF EACH MONTH THEREAFTER, SAID NOTES ARE PAYABLE TO THE ORDER OF T. S. MCHATTON

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, MINNIE E. TOWLES, THOMAS S. MCHATTON, LOUIS E. MCHATTON, CHAS. T. MCHATTON, MARTHA EUGENIA MCHATTON AND ELIZABETH MCHATTON BURN, have this day bargained and sold, and do hereby transfer and convey, unto the said WALTER LEE BLAIR HIS heirs and assigns, certain real estate in Davidson County, Tennessee, as follows: BEING LOT NO. 18 ON THE PLAN OF S. A. CHAMPION'S SUBDIVISION OF PART OF THE HARDING PROPERTY, AS OF RECORD IN BOOK 161, PAGE 132, R.O.D.C. TENNESSEE. SAID LOT NO. 18 FRONTS 50 FEET ON THE WESTERLY SIDE OF 21ST AVENUE NORTH, FORMERLY ESTRELLA STREET, AND RUNS BACK BETWEEN PARALLEL LINES 154.7 FEET TO AN ALLEY, AND BEING THE SAME PROPERTY DEVISED TO MINNIE E. TOWLES, BY WILL OF KATE E. HAURY, DECEASED, OF RECORD IN WILL BOOK 39, PAGE 644, COUNTY COURT DAVIDSON COUNTY, TENNESSEE, AND ONE-HALF INTEREST VESTED IN THOMAS S. MCHATTON, AS SURVIVING HUSBAND AND LOUIS E. MCHATTON, CHAS. T. MCHATTON, MARTHA EUGENIA MCHATTON AND ELIZABETH MCHATTON BURN, AS THE ONLY CHILDREN AND HEIRS-AT-LAW OF LENA E. MCHATTON, DECEASED.

I do hereby release the claim secured by the instrument within the satisfaction thereof and discharge of the lien to secure. This 2nd day of Dec. 1946.
Kirkman Realty Co.
Mgr. Wm. Kirkman Pruitt

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said WALTER LEE BLAIR HIS heirs and assigns, forever, WE covenant that WE ARE lawfully seized and possessed of said real estate in fee simple, have a good right to convey it, and that the same is unencumbered. EXCEPT FOR TAXES FOR 1946, WHICH ARE PRO-RATED AND ASSUMED BY THE CONVEYEES HEREIN. WE further covenant and bind OURSELVES, OUR heirs and representatives, to warrant and forever defend the title to said real estate to said WALTER LEE BLAIR HIS 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 WALTER LEE BLAIR do hereby transfer and convey unto ELKIN GARFINKLE , 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.