NUMBER 48485 RECORDED OCT.27, 1934. JOHN H.OVERTON, ET UX., TO RUFUS GANN,TR.

THOS. MARSHALL & SONS OF NASHVILLE

For and in Consideration of One Dollar to US paid, the receipt of which is acknowledged, and the other considerations hereinafter mentioned, WE, JOHN H.OVERTON AND WIFE, NANNIE MAI OVERTON, have this day bargained and sold, and do hereby transfer and convey to RUFUS GANN, Trustee, and his successors in trust, certain property in the State of Tennessee, Davidson County, described as follows—to wit:

BEING LOT NO.TWELVE (12) OF UNDERWOOD'S ADDITION, AS OF RECORD IN BOOK 21, PAGE 117, REGISTERS OFFICE FOR SAID COUNTY.

SAID LOT NO.12 FRONTS FIFTY (50) FEET ON THE SOUTHERLY SIDE OF THOMPSON STREET AND RUNS BACK BETWEEN PARALLEL LINES ONE HUNDRED AND SIXTY TWO (162) FEET TO AN ALLEY.

BEING THE SAME PROPERTY CONVEYED TO JOHN H.OVERTON AND WIFE, NANNIE MAI OVERTON, BY DEED FROM BRANSFORD REALTY COMPANY OF RECORD IN BOOK 517, PAGE 89, SAID REGISTERS OFFICE.

To Have and to Hold said property to the said RUFUS GANN, Trustee, and his successor in trust, forever. WE covenant that WE ARE lawfully seized of the said property, have a good right to convey it, and that the same is unincumbered.

WE further covenant and bind OURSELVES, OUR, heirs and representatives, to warrant and defend the title to said property to the said RUFUS GANN, Trustee, and his successors in trust and his assigns, forever, against the lawful claims of all persons. But this conveyance is made in trust for the following uses and trusts, and for no other purpose—to wit:

WE, JOHN H.OVERTON AND WIFE, NANNIE MAI OVERTON, ARE INDEBTED TO THE COCKRILL-FINEGAN REALTY COMPANY IN THE SUM OF THREE HUNDRED DOLLARS ($300.00) FOR BORROWED MONEY. AS EVIDENCE OF SAID DEBT WE HAVE THIS DAY EXECUTED OUR THIRTY (30) JOINT MONTHLY PROMISSORY NOTES, OF EVEN DATE HEREWITH, PAYABLE TO THE ORDER OF SAID COMPANY FOR $10.00 EACH, BEARING SIX PERCENT INTEREST FROM DATE BUT THE INTEREST HAS BEEN COMPUTED AND ADDED IN THE FACE OF EACH NOTE, THE FIRST NOTE BEING $11.50 AND EACH SUCCEEDING NOTE DECREASES FIVE CENTS THE LAST NOTE BEING $10.05.

NOW, IF WE SHALL AT ANY TIME DEFAULT IN THE PAYMENT OF THREE OR MORE OF SAID NOTES WHEN DUE THEN ALL REMAINING UNPAID NOTES SHALL BECOME DUE AND PAYABLE WITHOUT NOTICE OR DEMAND.

Now, if WE shall pay the sums aforesaid when due, according to the terms of said notes, then this instrument is to be of no further force or effect. But if WE fail to pay the said sums of money when due, as aforesaid, or any part of said sums, according to the terms above expressed, then all of the indebtedness hereby secured shall, at the option of the owner thereof, and without notice, become immediately due and payable and upon such default, this conveyance remains in full force and effect; and the said Trustee, or his successor in trust, is hereby authorized and empowered, upon giving THIRTY days' notice by WEEKLY publication in ANY newspaper published in Davidson County, Tennessee, to sell said property at the Courthouse door in said County to the highest bidder, for cash, and 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 to make a deed to the purchaser. The creditor may bid at any sale under this conveyance. WE agree that the Trustee may, at any time after default in payment of principal or interest, as each falls due, respectively, enter and take possession of said property, and shall only account for net rents received by him. And WE agree to keep all the buildings on said property insured in some reliable fire insurance company or companies for the sum of $1000.00 FIRE AND WINDSTORM, until the sum herein secured is fully paid and to have the loss made payable on the policy to the said Trustee for the benefit of the owners and holders of the debt herein secured. WE agree to keep the improvements on said property in good repair and preservation, and to pay all taxes and assessments, and to pay them when due; and in case WE fail to do either, then said Trustee, or the creditor herein secured, may do either, and charge and treat the amount so expended as part of the debt herein secured.

In case of sale under this Deed of Trust, the proceeds will be applied by the Trustee, first, to pay all the costs and charges of executing this trust, including attorney's fees and the expenses of any litigation which may arise on account of the execution, and enforcement of this trust; second, to pay said debt, or any balance thereof then remaining unpaid; third, the residue to be paid to JOHN H.OVERTON, ET UX., NANNIE MAI OVERTON, or order. And in case of the death, absence, inability, or refusal to act of the said Trustee at any time when action under the foregoing powers and trust may be required, the owner of the debt herein secured is hereby authorized to name and appoint a successor to execute this trust, and the title herein conveyed to RUFUS GANN, Trustee, shall be vested in said successor. In the event of a sale of said property under and by virtue of this trust, the said JOHN H.OVERTON, ET UX., and all persons holding under THEM, shall be and become tenants at will of the purchaser of the same from and after the execution and delivery of a deed to such purchaser, said tenancy to be determined at the option of said purchaser upon a five days' written notice.

It is further agreed that the said Trustee, or his successors, may execute the power of sale herein and other powers and rights without giving bond or taking oath.

This 24TH day of OCTOBER, 1934.

JOHN H.OVERTON

NANNIE MAI OVERTON

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, W.T.GAITHER, a Notary Public in and for said County and State, the within-named JOHN H.OVERTON AND WIFE, NANNIE MAI OVERTON, the bargainors, with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained. And NANNIE MAI OVERTON, WIFE of the said JOHN H.OVERTON, having appeared before me privately and apart from HER husband, the said NANNIE MAI OVERTON, acknowledged the execution of the said instrument to have been done by HER freely, voluntarily, and understandingly, without compulsion or constraint from HER said husband, and for the purposes therein expressed.

Witness my hand and official seal, at Nashville, Tennessee, this 26 day of OCTOBER, 1934.

Commission Expires 10.11.36 (Seal) W.T.GAITHER, Notary Public.

RECD OCT. 26, 1934 AT 3:16 P M

I declare that I am the true and lawful holder of the claim secured by this instrument within recorded, and hereby acknowledge the satisfaction thereof and the discharge of the same in full. This 29 day of Nov 1939

Attest: Rufus Gann Trustee

NUMBER 48498 RECORDED OCT. 29, 1934. MAE WOODS ET AL., TO RUFUS GANN,TR.

THOS. MARSHALL & SONS OF NASHVILLE

For and in Consideration of One Dollar to US paid, the receipt of which is acknowledged, and the other considerations hereinafter mentioned, WE, MAE WOODS AND HUSBAND, M.B.WOODS, have this day bargained and sold, and do hereby transfer and convey to RUFUS GANN, Trustee, and his successors in trust, certain property in the State of Tennessee, Davidson County, described as follows—to wit:

BEING LOTS NOS. TWENTY-ONE (21), TWENTY-TWO (22), TWENTY-THREE (23) AND THE NORTHERLY 45 FEET OF LOT TWENTY-FOUR (24) IN SCRUGGS SECOND AVONDALE ADDITION, OF RECORD IN BOOK 161, PAGE 60, REGISTERS OFFICE FOR DAVIDSON COUNTY, TENNESSEE,

SAID LOTS NOS. 21, 22, 23 AND PART OF LOT NO.24 FRONT TOGETHER 195 FEET ON THE EASTERLY SIDE OF HAMPTON AVENUE AND EXTEND BACK EASTWARDLY ONE HUNDRED AND FORTY (140) FEET, MORE OR LESS, TO AN ALLEY, AND MEASURE ONE HUNDRED AND NINETY FIVE (195) FEET ON SAID ALLEY.

BEING THE SAME PROPERTY CONVEYED TO MAE WOODS BY D.E.RAWLS AND WIFE, ALICE MAUD RAWLS BY DEED DATED SEPTEMBER 11TH, 1934, AND RECORDED IN BOOK 919, PAGE 631, R.O.D.C., TENN.

To Have and to Hold said property to the said RUFUS GANN, Trustee, and his successor in trust, forever. WE covenant that WE ARE lawfully seized of the said property, have a good right to convey it, and that the same is unincumbered.

WE further covenant and bind OURSELVES, OUR, heirs and representatives, to warrant and defend the title to said property to the said RUFUS GANN, Trustee, and his successors in trust and his assigns, forever, against the lawful claims of all persons. But this conveyance is made in trust for the following uses and trusts, and for no other purpose—to wit:

WE, MAE WOODS AND HUSBAND, M.B.WOODS, ARE INDEBTED TO THE COCKRILL-FINEGAN REALTY COMPANY IN THE SUM OF SIX HUNDRED DOLLARS ($600.00) FOR BORROWED MONEY. AS EVIDENCE OF SAID DEBT WE HAVE THIS DAY EXECUTED OUR SIXTY (60) JOINT, MONTHLY PROMISSORY NOTES, OF EVEN DATE HEREWITH, FOR $10.00 EACH, PAYABLE TO THE ORDER OF SAID COMPANY AND BEARING SIX PER CENT INTEREST FROM DATE, BUT THE INTEREST HAS BEEN CALCULATED AND ADDED IN THE FACE OF EACH NOTE. THE FIRST NOTE IS FOR $13.00 AND EACH SUCCEEDING NOTE DECREASES 5 CENTS, THE LAST NOTE BEING $10.05.

NOW, IF WE SHALL AT ANY TIME DEFAULT IN THE PAYMENT OF TAXES WHEN DUE, INSURANCE PREMIUMS OR THREE OF SAID NOTES THEN ALL THE NOTES SHALL IMMEDIATELY BECOME DUE AND PAYABLE WITHOUT NOTICE OR DEMAND.

Now, if WE shall pay the sums aforesaid when due, according to the terms of said notes, then this instrument is to be of no further force or effect. But if WE fail to pay the said sums of money when due, as aforesaid, or any part of said sums, according to the terms above expressed, then all of the indebtedness hereby secured shall, at the option of the owner thereof, and without notice, become immediately due and payable and upon such default, this conveyance remains in full force and effect; and the said Trustee, or his successor in trust, is hereby authorized and empowered, upon giving THIRTY days' notice by WEEKLY publication in ANY newspaper published in Davidson County, Tennessee, to sell said property at the Courthouse door in said County to the highest bidder, for cash, and 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 to make a deed to the purchaser. The creditor may bid at any sale under this conveyance. WE agree that the Trustee may, at any time after default in payment of principal or interest, as each falls due, respectively, enter and take possession of said property, and shall only account for net rents received by him. And WE agree to keep all the buildings on said property insured in some reliable fire insurance company or companies for the sum of $1000.00 FIRE AND WINDSTORM, until the sum herein secured is fully paid and to have the loss made payable on the policy to the said Trustee for the benefit of the owners and holders of the debt herein secured. WE agree to keep the improvements on said property in good repair and preservation, and to pay all taxes and assessments, and to pay them when due; and in case WE fail to do either, then said Trustee, or the creditor herein secured, may do either, and charge and treat the amount so expended as part of the debt herein secured.

In case of sale under this Deed of Trust, the proceeds will be applied by the Trustee, first, to pay all the costs and charges of executing this trust, including attorney's fees and the expenses of any litigation which may arise on account of the execution, and enforcement of this trust; second, to pay said debt, or any balance thereof then remaining unpaid; third, the residue to be paid to MAE WOODS, or order. And in case of the death, absence, inability, or refusal to act of the said Trustee at any time when action under the foregoing powers and trust may be required, the owner of the debt herein secured is hereby authorized to name and appoint a successor to execute this trust, and the title herein conveyed to RUFUS GANN, Trustee, shall be vested in said successor. In the event of a sale of said property under and by virtue of this trust, the said MAE WOODS AND HUSBAND, and all persons holding under THEM, shall be and become tenants at will of the purchaser of the same from and after the execution and delivery of a deed to such purchaser, said tenancy to be determined at the option of said purchaser upon a five days' written notice.

It is further agreed that the said Trustee, or his successors, may execute the power of sale herein and other powers and rights without giving bond or taking oath.

This 26TH day of OCTOBER, 1934.

MRS.MAE WOODS

M. B. WOOD

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, W.T.GAITHER, a Notary Public in and for said County and State, the within-named MAE WOODS AND HUSBAND, M.B.WOODS, the bargainors, with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained. And MAE WOODS, WIFE of the said M.B.WOODS, having appeared before me privately and apart from HER husband, the said MAE WOODS, acknowledged the execution of the said instrument to have been done by HER freely, voluntarily, and understandingly, without compulsion or constraint from HER said husband, and for the purposes therein expressed.

Witness my hand and official seal, at Nashville, Tennessee, this 27 day of OCTOBER, 1934.

Commission Expires 10/11/36 (Seal) W.T.GAITHER, Notary Public.

RECD OCT. 27, 1934 AT 9:45 A.M.