WE , the said W.T.CHRISTIAN AND WIFE, MINNIE ELIZABETH CHRISTIAN 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 ~~XXXXX~~ 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 W.T. CHRISTIAN AND WIFE, MINNIE ELIZABETH CHRISTIAN , 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 ~~the~~ THE 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 W.T. CHRISTIAN AND WIFE, MINNIE ELIZABETH CHRISTIAN representatives or assigns. THEIR

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 HARVEY M.TEMPLETON 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 ELEANORA RUTLAND

and W.T. CHRISTIAN AND WIFE, MINNIE ELIZABETH ~~CHRISTIAN~~ CHRISTIAN , hereunto set our hands at OFFICE , Tennessee, this the 22 day of FEBRUARY , 193 8.

E.ASHTON MEIGHAY — ELEANORA RUTLAND

V. HUBERT — W.T. CHRISTIAN

MINNIE ELIZABETH CHRISTIAN

ACKNOWLEDGMENT BEFORE NOTARY PUBLIC

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, PAUL W. SCHIEL , a Notary Public in and for said County and State, the within named W.T. CHRISTIAN AND WIFE, MINNIE ELIZABETH CHRISTIAN

the bargainor S with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And , of the said 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 28TH day of FEB , 193 8.

My commission expires APRIL 14TH,1940

(Seal) PAUL W. SCHIEL
Notary Public.

ACKNOWLEDGMENT BEFORE NOTARY PUBLIC

STATE OF ~~TENNESSEE, DAVIDSON COUNTY~~ LOUISIANA, ORLEANS PARISH.

Personally appeared before me, ERNEST W. DRACKETT , a Notary Public in and for said ~~County~~ PARISH and State, the within named ELEANORA RUTLAND ,SINGLE

the bargainor - , with whom I am personally acquainted, and who acknowledged that SHE executed the within instrument for the purposes therein contained.

And , of the said 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~~ NEW ORLEANS, LOUISIANA, this 23RD day of FEBRUARY , 193 8

My commission expires AT DEATH.

U.S.R.S. $3.00

(Seal) ERNEST W. DRACKETT
Notary Public.

REC'D FEB 28,1938 AT 9:59 A.M.

NUMBER 101897 RECORDED MARCH 1, 1938. W. S. FANNING TO FRANK DOLLARD, ET UX. Odum

SIGN MARSHALL & BRUCE CO. NASHVILLE

J.A.E.

INSTALLMENT DEED

1041

FOR AND IN CONSIDERATION of the sum of EIGHT-HUNDRED-FIFTY AND NO-00 ($850.00) DOLLARS

of which FOUR-HUNDRED-AND-NO-00 ($400.00) DOLLARS has been paid in cash by ODUM FRANK DOLLARD ODUM AND WIFE AILEEN COWART, the receipt of which is hereby acknowledged, and for the remainder FOUR-HUNDRED-FIFTY-AND-NO-00 ($450.00) DOLLARS

the said FRANK DOLLARD ODUM AND WIFE AILEEN COWART ODUM

HAVE EXECUTED THIER ONE PROMISSORY NOTE OF EVEN DATE IN THE AMOUNT OF $450.00 PAYABLE TO THE ORDER OF W. S. FANNING, DUE ON OR BEFORE JANUARY 1, 1939, WITH INTEREST AT THE RATE OF 6% PER ANNUM UNTIL PAID,

I declare that I am the true and lawful holder of the claim secured by the instrument herein recorded and hereby acknowledge the satisfaction thereof and discharge of the lien to secure the same in full. This 12 day of March, 1938
W. S. Fanning
Attest: J. A. Eaton DEPUTY REGISTER

~~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's fees, a lien is expressly retained on the land herein conveyed

I, W. S. FANNING, UNMARRIED,

have this day bargained and sold, and do hereby transfer and convey, unto the said FRANK DOLLARD ODUM AND WIFE AILEEN COWART ODUM, THIER heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

BEING LOT NO. 35 ON THE MAP OF THE SUBDIVISION OF PART OF THE GREENLAND TRACT AS OF RECORD IN BOOK 421, PAGE 40, REGISTER'S OFFICE FOR SAID COUNTY.

SAID LOT FRONTS 100 FEET ON THE NORTHERLY SIDE OF GREENLAND AVENUE AND RUNS BACK BETWEEN LINES, AS MEASURED FROM THE CENTER LINE OF SAID AVENUE, 434.9 FEET ON THE WESTERLY LINE AND 436.3 FEET ON THE EASTERLY LINE TO A DEAD LINE ON WHICH IT MEASURES 100 FEET.

BEING THE SAME PROPERTY CONVEYED TO THE UNDERSIGNED W. S. FANNING, BY DEED OF RECORD IN BOOK 872, PAGE 723, OF SAID REGISTER'S OFFICE.

THE ABOVE DESCRIBED PROPERTY IS CONVEYED TO THE SAID FRANK DOLLARD ODUM AND WIFE AILEEN COWART ODUM SUBJECT TO THE RESTRICTIVE COVENANTS SET OUT IN AN AGREEMENT BETWEEN MRS. ELLEN FANNING ANS W. S. FANNING OF RECORD IN BOOK 1072, PAGE 390, REGISTER'S OFFICE FOR SAID COUNTY.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said FRANK DOLLARD ODUM AND WIFE AILEEN COWART ODUM, - heirs and assigns, forever, I covenant that I AM lawfully seized and possessed of said real estate in fee simple, have good right to convey it, and that the same is unencumbered.

EXCEPT BY 1938 TAXES WHICH ARE ASSUMED BY THE GRANTEES HEREIN.

I further covenant and bind MYSELF, MY heirs and representatives, to warrant and forever defend the title to said real estate to said FRANK DOLLARD ODUM AND WIFE AILEEN COWART ODUM, 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 FRANK DOLLARD ODUM AND WIFE AILEEN COWART ODUM, do hereby transfer and convey unto MRS. ELLEN FANNING, , 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.