AND WE , the said T.L. LEE AND WIFE, MAGGIE M.LEE , 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 $ 800.00 FIRE FIRE AND WIND ON DWELLING $200.00 ON FARM 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 T.L. LEE AND WIFE, MAGGIE M.LEE , 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.

AND 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 T.L. LEE AND WIFE, MAGGIE M. LEE,THEIR 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.M. WHITSITT 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 E.J. ADKISSON AND WIFE, MARCIE ADKISSON

and T.L. LEE AND WIFE, MAGGIE M.LEE

at NASHVILLE , Tennessee, this the 29TH day of NOVEMBER , hereunto set our hands , 1936.

E.J. ADKISSON
MARCIE ADKISSON
T.L. LEE
MAGGIE M.LEE

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, F.R. PEGRAM , a Notary Public in and for said County and State, the within named E.J. ADKISSON AND WIFE, MARCIE ADKISSON AND T.L. LEE AND WIFE, MAGGIE M.LEE

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

And MARCIE ADKISSON AND ~~WIFE~~, MAGGIE M.LEE WIVES , of the said E.J. ADKISSON AND T.L. LEE having appeared before me privately and apart from THEIR husband S , the said MARCIE ADKISSON AND MAGGIE M.LEE , acknowledged the execution of the said instrument to have been done by THEM freely, voluntarily, and understandingly, without compulsion or constraint from THEIR said husband S , and for the purposes therein expressed.

Witness my hand and official seal at Nashville, Tennessee, this 1ST day of DECEMBER , 1936.

My commission expires APRIL 7TH 1940

(Seal) F.R. PEGRAM
Notary Public.

U.S.R.S. $4.00
REC'D MCH 2,1938 AT 12:35 P.M.

J.A.E.

INSTALLMENT DEED

1055

FOR AND IN CONSIDERATION of the sum of THIRTEEN THOUSAND ($13,000.00) DOLLARS

of which THE EQUIVALENT OF THREE THOUSAND,FIVE HUNDRED ($3,500.00) DOLLARS has been paid in ~~cash~~ by H.E.WINKLER AND WIFE,ROBERTA PEARL WINKLER ~~the receipt of which is hereby acknowledged, and for the remainder~~ the said ~~-~~ -----DOLLARS

BY THE SIMULTANEOUS CONVEYANCE OF CERTAIN REAL ESTATE TO JOHN W. NAPIER, AND FOR THE REMAINDER OF NINE THOUSAND, FIVE HUNDRED ($9,500.00) DOLLARS THE SAID H.E. WINKLER AND WIFE, ROBERTA PEARL WINKLER.HAVE EXECUTED THEIR ONE PRINCIPAL PROMISSORY NOTE OF EVEN DATE HEREWITH, DUE ON OR BEFORE ONE YEAR AFTER DATE,WITH INTEREST FROM DATE AT THE RATE OF FIVE (5%) PER CENT PER ANNUM, PAYABLE SEMI-ANNUALLY; SAID NOTE IS PAYABLE TO THE ORDER OF JOHN W.NAPIER AND PROVIDING FOR PAYMENT OF ATTORNEY 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,

I, JOHN W. NAPIER, UNMARRIED HAVE THIS DAY BARGAINED AND SOLD, AND DO HEREBY TRANSFER AND CONVEY UNTO THE SAID H.E. WINKLER AND WIFE, ROBERTA PEARL WINKLER, THEIR HEIRS AND ASSIGNS, CERTAIN REAL ESTATE IN DAVIDSON COUNTY,TENNESSEE,AS FOLLOWS: FIRST TRACT: BEING A TRACT OF LAND IN THE 8TH CIVIL DISTRICT(FORMERLY THE 12TH CIVIL DISTRICT) OF SAID COUNTY, CONTAINING 108.32 ACRES, BEING COMPOSED OF THE WHOLE OF LOT NO.1 IN THE SUBDIVISION OF THE MRS. C.W. SHELTON PROPERTY, AS RECORDED IN BOOK 57, PAGE 97, IN THE REGISTER'S OFFICE FOR DAVIDSON COUNTY,TENNESSEE, EXCEPT 4.41 ACRES CONVEYED BY W.J. BASS TO HENRY SPERRY; 6 ACRES OF LOT NO.2 OF SAID PLAN; AND 4.41 ACRES OF THE SPENCE TRACT CONVEYED BY SAID SPERRY TO SAID W.J. BASS, AND DESCRIBED AS A WHOLE, AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH SIDE OF CHARLOTTE PIKE, THE SOUTHWEST CORNER OF THE TRACT HEREIN DESCRIBED, BEING THE SOUTHWEST CORNER OF THE 6 ACRES OF LOT NO.2 INCLUDED IN SAID TRACT; AND RUNNING NORTH 43 DEGREES WEST 121.5 POLES TO A STAKE;THENCE NORTH 50 DEGREES 20' WEST 117.5 POLES TO A STAKE; THENCE NORTH 59 DEGREES WEST 92.5 POLES TO A LOCUST, ELM AND CEDAR POINTERS ON CUMBERLAND RIVER;THENCE NORTHWARDLY 42 PODES UP THE RIVER AT LOW WATER TO A POINT OPPOSITE THE END OF A STONE WALL;THENCE UP THE BLUFF TO THE END OF SAID STONE WALL;THENCE SOUTH 76½ DEGREES EAST 80.5 POLES TO A FENCE CORNER;THENCE SOUTH 46½ DEGREES EAST 20.4 POLES;THENCE SOUTH 58 DEGREES EAST 9.5 POLES TO THE CORNER OF THE FENCE; THENCE SOUTH 87 DEGREES EAST 34.2 POLES TO A FENCE CORNER;THENCE SOUTH 22½ DEGREES EAST 76.2 POLES TO A FENCE CORNER;THENCE SOUTH 86¾ DEGREES EAST 29 POLES TO THE CORNER OF FENCE;THENCE SOUTH 1 DEGREE 35' WEST 30.58 POLES TO THE POINT WHERE THE NEW DIVIDING LINE BETWEEN BASS AND SPERRY, RUNNING STRAIGHT FROM THE TURNPIKE, ENDS: THENCE WITH SAID DIVIDING LINE SOUTH 59 DEGREES EAST 116.4 POLES TO THE CENTER OF SAID TURNPIKE;THENCE WESTWARDLY WITH THE CENTER OF SAID PIKE 62.2 POLES TO A POINT OPPOSITE THE BEGINNING;THENCE STRAIGHT TO THE BEGINNING POINT.

SECOND TRACT:BEING A TRACT OF LAND IN THE 12TH CIVIL DISTRICT OF SAID COUNTY, CONTAINING 20 ACRES, MORE OR LESS, AND DESCRIBED AS FOLLOWS:

BEGINNING AT A CORNER IN A STONE WALL OF COCKRILL'S LINE ,ABOUT 2 POLES WEST OF A BRANCH;RUNNING SOUTH 25 DEGREES EAST 76 POLES TO A STAKE;THENCE EAST 28 POLES TO A STAKE IN SPERRY'S LINE;THENCE NORTH 23 POLES TO A LOCUST AND TWO SUGAR TREES;THENCE NORTH 20 DEGREES WEST 75 POLES TO AN ASH, ELM AND HACKBERRY TREES AND A STONE;THENCE SOUTH 52½ DEGREES WEST 39 POLES 5 LINKS WITH SAID COCKRILL'S STONE WALL TO THE BEGINNING.

BEING THE SAME TWO TRACTS OF LAND CONVEYED TO JOHN W. NAPIER, UNMARRIED,BY DEED FROM CURTIS B. HALEY, TRUSTEE ET AL, OF RECORD IN BOOK 667, PAGE 129, IN THE REGISTER'S OFFICE FOR DAVIDSON COUNTY,TENNESSEE.

INCLUDED WITHIN THE ABOVE BOUNDARIES, BUT EXCLUDED FROM THIS CONVEYANCE, IS ALL OF THAT PORTION OF THE ABOVE DESCRIBED PROPERTY LYING BETWEEN THE SOUTHERLY MARGIN OF THE NEW CHARLOTTE PIKE AND THE CENTER LINE OF THE OLD CHARLOTTE PIKE,AND OPPOSITE THE SOUTHWESTERLY CORNER OF TRACT NO.1 AS DESCRIBED IN DEED TO MRS. FANNIE J. FRANCIS AND HUSBAND, C.E. FRANCIS, AS RECORDED IN BOOK 895, PAGE 123, IN THE REGISTER'S OFFICE FOR DAVIDSON COUNTY,TENNESSEE, WHICH TRACT, ACCORDING TO SURVEY OF CLARK AKERS, SURVEYOR, IS MORE PARTICULARLY DESCRIBED AS FOLLOWS; BEGINNING AT THE SOUTHWEST CORNER OF TRACT NO.1 ON THE MAP OF THE SUBDIVISION JACKSON PLACE ON THE CHARLOTTE PIKE, WHICH SOUTHWEST CORNER IS IN THE CENTER LINE OF THE OLD CHARLOTTE PIKE AT THE INTERSECTION OF THE SOUTHERLY LINE OF LOT NO.1, WHICH SOUTHERLY LINE RUNS NORTH 66 DEGREES 34' WEST 582 FEET FROM A STAKE THE END OF A STONE WALL AS SHOWN ON THE DESCRIPTION OF LOT NO.1 IN THE DEED ABOVE REFERRED TO, TO THE CENTER LINE OF THE OLD CHARLOTTE PIKE, CONTINUING, THENCE NORTH 66 DEGREES 34' WEST APPROXIMATELY 35 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF THE NEW CHARLOTTE PIKE WHICH IS 35 FEET SOUTHERLY FROM AND PARALLEL TO THE CENTER LINE OF THE NEW CHARLOTTE PIKE AND WHICH POINT OF INTERSECTION IS OPPOSITE STATION 379-75 IN SAID CENTER LINE;THENCE ALONG THE SOUTHERLY RIGHT OF WAY LINE NORTH 37 DEGREES 10' EAST 222 FEET TO THE CENTER LINE OF THE OLD CHARLOTTE PIKE;THENCE WITH THE CENTER LINE OF THE OLD CHARLOTTE PIKE IN A SOUTHERLY DIRECTION ARPPOXIMATELY 220 FEET TO THE BEGINNING AND CONTAINING 1/8TH OF AN ACRE, MORE OR LESS.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said H.E. WINKLER AND WIFE, ROBERTA PEARL WINKLER,THEIR 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 TAXES FOR THE YEAR 1938, WHICH THE PURCHASERS ASSUME AND AGREE TO PAY. I further covenant and bind MYSELF MY heirs and representatives, to warrant and forever defend the title to said real estate to said H.E. WINKLER AND WIFE, ROBERTA PEARL WINKLER 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 H.E. WINKLER AND WIFE, ROBERTA PEARL WINKLER do hereby transfer and convey unto C.D. RIPPY , 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.

I hereby 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 23 day of DECEMBER 1938
COMMERCE UNION BANK
By Asst. Trust Officer