WE , the said J.B. DIXON AND WIFE, BESSIE E.DIXON , 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 $ 700.00 FIRE AND $700.00 TORNADO 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.B. DIXON AND WIFE, BESSIE E. DIXON , 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.B. DIXON AND WIFE, BESSIE E. DIXON 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 E.O. SANDERS 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 J.B.DIXON AND WIFE, BESSIE E. DIXON

and O.T. SANDERS,TRUSTEE , hereunto set our hands

at NASHVILLE , Tennessee, this the 21ST day of APRIL , 1938.

O.T. SANDERS,TRUSTEE

J.B.DIXON

BESSIE E. DIXON

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, ALTON E. WHEELER , a Notary Public in and for said County and State, the within named O.T. SANDERS,J.B. DIXON AND BESSIE E. DIXON

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

And X , of the said X having appeared before me privately and apart from husband , the said X , acknowledged the execution of the said instrument to have been done by 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 APRIL , 1938.

My commission expires APRIL 8 1942

(Seal) ALTON E. WHEELER
Notary Public.

U.S.R.S. $1.00

REC'D APRIL 26,1938 AT 10:35 A.M.

NUMBER 104804 RECORDED APRIL 28, 1938. LIFE & CASUALTY INS. CO. OF TENN. TO JOHNNY CATHERINE JERNIGAN.

J.A.E.

INSTALLMENT DEED

1088

FOR AND IN CONSIDERATION of the sum of ONE HUNDRED EIGHTY FIVE (185) DOLLARS

of which TWENTY (20) DOLLARS has been paid in cash by JOHNNY CATHERINE JERNIGAN , the receipt of which is hereby acknowledged, and for the remainder ONE HUNDRED SIXTY FIVE (165) DOLLARS the said JOHNNY CATHERINE JERNIGAN

HAS EXECUTED HER PROMISSORY NOTE, OF EVEN DATE HEREWITH, PAYABLE AS FOLLOWS: FIFTEEN (15) EQUAL MONTHLY INSTALMENTS OF TEN (10) DOLLARS EACH, AND ONE (1) INSTALMENT OF FIFTEEN (15) DOLLARS. THE FIRST INSTALMENT SHALL BE PAYABLE ON THE 20TH DAY OF APRIL, 1938, AND THE REMAINING 14 INSTALMENTS OF $10.00 EACH SHALL BE PAYABLE CONSECUTIVELY ON THE 20TH DAY OF EACH SUCCEEDING MONTH UNTIL 15 EQUAL MONTHLY INSTALMENTS OF $10.00 EACH HAVE BEEN PAID. THE LAST INSTALMENT OF $15.00 SHALL BE PAYABLE THIRTY DAYS AFTER THE LAST MATURING $10.00 INSTALMENT, THAT IS ON THE 20TH DAY OF JULY, 1939.

TOGETHER WITH INTEREST ON EACH INSTALMENT FROM DATE, AT THE RATE OF SIX (6) PER CENT PER ANNUM, PAYABLE AT THE MATURITY DATE OF SUCH INSTALMENT.

ANY INSTALMENT NOT PAID AT MATURITY SHALL BEAR INTEREST AT SIX (6) PER CENT PER ANNUM FROM DUE DATE UNTIL PAID.

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, WE, THE LIFE & CASUALTY INSURANCE COMPANY OF TENNESSEE, INCORPORATED, HAVE THIS DAY BARGAINED AND SOLD, AND DO HEREBY TRANSFER AND CONVEY UNTO THE SAID JOHNNY CATHERINE JERNIGAN, HER HEIRS AND ASSIGNS, CERTAIN REAL ESTATE IN DAVIDSON COUNTY, TENNESSEE, AS FOLLOWS:

LOT NO. 28, ON THE PLAN OF IRVINGTON, RECORDED IN BOOK 843, PAGE 60 , OF THE REGISTER'S OFFICE OF DAVIDSON COUNTY TENNESSEE.

FACING 60 FEET ON THE NORTHERLY SIDE OF WEST CAHAL AVENUE AND RUNNING BACK BETWEEN PARALLEL LINES TO A DEAD LINE A DISTANCE OF 166.9 FEET ON THE EAST SIDE AND 166.7 FEET ON THE WEST SIDE.

BEING PART OF THE SAME PROPERTY CONVEYED BY DEED OF A. M. BURTON, TRUSTEE, TO LIFE & CASUALTY INSURANCE COMPANY OF TENNESSEE, DATED OCTOBER 29, 1934, AND RECORDED IN BOOK 962, PAGE 96, OF SAID REGISTER'S OFFICE.

SUBJECT TO RESTRICTIONS RECORDED IN BOOK 918, PAGE 500, OF SAID REGISTER'S OFFICE.

TAXES FOR THE YEAR 1938 TO BE PRO RATED AS OF DATE OF THIS INSTRUMENT.

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 in full. This 27 day of APR 1938

Attest: Life & Casualty
By Geo. T. Davis
Assistant Treas.
DEPUTY REGISTER

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said JOHNNY CATHERINE JERNIGAN, HER heirs and assigns, forever, - covenant that --- 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 JOHNNY CATHERINE JERNIGAN, HER 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 JOHNNY CATHERINE JERNIGAN,

do hereby transfer and convey unto SYDNEY F. KEEBLE , 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.