I , the said JOHNNY CATHERINE JERNIGAN , 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 $ SATISFACTORY TO SAID COMPANY 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.

I 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 I 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 I , the said JOHNNY CATHERINE JERNIGAN , 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 I 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, I 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.

I 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. I 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 JOHNNY CATHERINE JERNIGAN, HER representatives or assigns.

IT IS AGREED THAT IF SAID PROPERTY IS SOLD UNDER THIS INSTRUMENT WE, OR ANY PERSON HOLDING UNDER US, SHALL AT ONCE BECOME AND BE THE TENANT AT WILL OF THE PURCHASER HEREUNDER, AND SHALL BE REMOVED BY WRIT OF UNLAWFUL DETAINER AT ANY TIME AFTER DEMAND FOR POSSESSION IS MADE.

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 SYDNEY F. KEEBLE, 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 LIFE & CASUALTY INSURANCE COMPANY OF TENNESSEE, INCORPORATED AND JOHNNY CATHERINE JERNIGAN, ~~and~~ , hereunto set our hands at NASHVILLE, , Tennessee, this the 16TH day of MARCH, , 1938.

(SEAL) LIFE & CASUALTY INSURANCE COMPANY OF TENNESSEE, INCORPORATED,
BY J. E. ACUFF, VICE PRESIDENT
JOHNNY CATHERINE JERNIGAN

ATTEST:

H. B. FOLK, SECRETARY.

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, TIM H. MOORE , a Notary Public in and for said County and State, the within named JOHNNY CATHERINE JERNIGAN (A SINGLE PERSON)

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 having appeared before me privately and apart from husband , the said , 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 17TH day of MARCH, , 1938.

My commission expires OCT. 5TH, 1938

(Seal) TIM H. MOORE
Notary Public.

STATE OF TENNESSEE, COUNTY OF DAVIDSON.
BEFORE ME, MRS. ELIZABETH GENTRY, A NOTARY PUBLIC IN AND FOR SAID STATE AND COUNTY, PERSONALLY APPEARED J. E. ACUFF AND H. B. FOLK, WITH WHOM I AM PERSONALLY ACQUAINTED, AND WHO ON OATH ACKNOWLEDGED THEMSELVES TO BE THE VICE PRESIDENT AND SECRETARY OF THE LIFE & CASUALTY INSURANCE COMPANY OF TENNESSEE, INCORPORATED, THE WITHIN NAMED BARGAINOR, A CORPORATION, AND THAT THEY AS SUCH VICE PRESIDENT AND SECRETARY BEING AUTHORIZED SO TO DO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED BY SIGNING THE NAME OF THE CORPORATION BY J. E. ACUFF AS VICE PRESIDENT, AND ATTESTING THE SAME BY H B. FOLK, AS SECRETARY.
WITNESS MY HAND AND OFFICIAL SEAL AT OFFICE, IN NASHVILLE, TENNESSEE, THE 22ND DAY OF MARCH, 1938.

(SEAL) MRS. ELIZABETH GENTRY,
NOTARY PUBLIC.

MY COM. EXP: JULY 8, 1941.
U.S.R.S $0.50.
RECEIVED APRIL 27, 1938, AT 9:20 A.M.

INSTALLMENT DEED

1088

FOR AND IN CONSIDERATION of the sum of ONE HUNDRED FIFTY (150) DOLLARS
of which FIFTEEN (15) DOLLARS has been paid in cash by MARGARET JERNIGAN , the receipt of which is hereby acknowledged, and for the remainder ONE HUNDRED THIRTY FIVE (135) DOLLARS the said MARGARET JERNIGAN HAS EXECUTED HER PROMISSORY NOTE OF EVEN DATE HEREWITH PAYABLE

AS FOLLOWS: TEN (10) DOLLARS PAYABLE ON THE 10TH DAY OF APRIL 1938 AND A LIKE AMOUNT PAYABLE CONSECUTIVELY ON THE 10TH DAY OF EACH SUCCEEDING MONTH THROUGH AND INCLUDING THE 10TH DAY OF MARCH 1939 AND THE BALANCE OF FIFTEEN (15) DOLLARS PAYABLE ON THE 10TH DAY OF APRIL 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.
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 AND CASUALTY INSURANCE COMPANY OF TENNESSEE, INCORPORATED, HAVE THIS DAY BARGAINED AND SOLD AND DO HEREBY TRANSFER AND CONVEY UNT THE SAID MARGARET JERNIGAN HER HEIRS AND ASSIGNS, CERTAIN REAL ESTATE IN DAVIDSON COUNTY TENNESSEE, AS FOLLOWS: LOT NO.27 ON THE PLAN OF IRVINGTON RECORDED IN BOOK 843, PAGE 60 OF THE REGISTER'S OFFICE OF DAVIDSON COUNTY TENNESSEE. SAID LOT NO.27 FRONTS 60 FEET ON THE NORTHERLY SIDE OF WEST CAHAL AVENUE AND RUNS BACK BETWEEN PARALLEL LINES TO A DEAD LINE A DISTANCE OF 166.9 FEET ON THE WESTERLY SIDE AND 167.15 FEET ON THE EASTERLY SIDE . BEING PART OF THE SAME PROPERTY CONVEYED BY DEED OF A. M. BURTON TRUSTEE DATED OCTOBER 29, 1934, TOLIFE & CASUALTY INSURANCE COMPANY OF TENNESSEE, RECORDED IN BOOK 962, PAGE 96, OF SAID REGISTER'S OFFICE .
TAXES FOR THE YEAR 1938 TO BE PRORATED AS OF DATE OF THIS INSTRUMENT.
SUBJECT TO RESTRICTIONS SET OUT IN BOOK 918 PAGE 500 OF SAID REGISTER'S OFFICE.

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 and discharge of the lien to secure the same in full. This 3rd day of June, 1939
LIFE & CASUALTY INSURANCE COMPANY OF TENNESSEE
By Geo. F. Gamble

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said MARGARET JERNIGAN HER heirs and assigns, forever, WE covenant that WE ARE 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 MARGARET 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 MARGARET 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.