WE , the said DAVE A.WHITEHEAD AND LENA MARIE WHITEHEAD, , 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 $ 1500.00 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 DAVE A.WHITEHEAD AND LENA MARIE WHITEHEAD, , 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 DAVE A.WHITEHEAD AND LENA MARIE WHITEHEAD, - 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 M.M.CUNNIFF, 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 LEO C.CUNNIFF AND CORNELIA CUNNIFF, and DAVE A.WHITEHEAD AND LENA MARIE WHITEHEAD, , hereunto set our hands at NASHVILLE, , Tennessee, this the 1ST day of JULY , 1941 .

LEO C.CUNNIFF
CORNELIA CUNNIFF
DAVE A.WHITEHEAD
MRS.LENA MARIE WHITEHEAD

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, D&R.MYERS, , a Notary Public in and for said County and State, the within named LEO C.CUNNIFF AND CORNELIA CUNNIFF AND DAVE A.WHITEHEAD AND LENA MARIE WHITEHEAD, 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 2 day of JULY 1941 .

My commission expires APRIL 26, 1945.

(Seal) D.R.MYERS.
Notary Public.

U.S.R.S. $3.30.

RECD JULY 3, 1941 AT 9:12 A.M.
MM

WILLIAM MARSHALL & DUDLEY CO., NASHVILLE

V.
J.A.E.

INSTALLMENT DEED

Book No. 1191 ($3,250.00)

FOR AND IN CONSIDERATION of the sum of THREE THOUSAND TWO HUNDRED FIFTY AND NO/100 DOLLARS of which TWO HUNDRED FIFTY AND NO/100 ($250.00) DOLLARS has been paid in cash by JENNIE CAMPBELL MCCLENDON AND HUSBAND, D. G. MCCLENDON , the receipt of which is hereby acknowledged, and for the remainder OF THREE THOUSAND AND NO/100 ($3,000.00) DOLLARS the said JENNIE CAMPBELL MCCLENDON AND HUSBAND, D. G. MCCLENDON

HAVE EXECUTED THEIR ONE PRINCIPAL PROMISSORY NOTE DATED JULY 1, 1941, WITH INTEREST FROM DATE UNTIL MATURITY ON THE UNPAID PRINCIPAL BALANCE AT THE RATE OF SIX (6%) PER CENT PER ANNUM, BOTH PRINCIPAL AND INTEREST BEING PAYABLE AT THE OFFICE OF THE COMMERCE UNION BANK IN NASHVILLE, TENNESSEE, IN MONTHLY INSTALLMENTS OF $30.00 COMMENCING ON THE 1ST DAY OF AUGUST, 1941, AND A LIKE SUM ON THE 1ST DAY OF EACH SUCCEEDING MONTH THEREAFTER UNTIL THE 1ST DAY OF FEBRUARY, 1953, AT WHICH TIME THE FINAL INSTALLMENT, IF NOT SOONER PAID, SHALL MATURE. EACH PAYMENT, WHEN MADE, SHALL BE APPLIED FIRST TO THE PAYMENT OF INTEREST TO THE DATE SAID PAYMENT WAS DUE, AND THE BALANCE TO THE PAYMENT OF PRINCIPAL. SAID NOTE IS PAYABLE TO THE ORDER OF COMMERCE UNION BANK AND CHARLES F. LOVELL, EXECUTORS OF THE ESTATE OF GEORGE T.FINEGAN, DECEASED. THE MAKERS OF SAID NOTE MAY MAKE ADDITIONAL PAYMENTS ON THE PRINCIPAL THEREOF ON ANY MONTHLY PAYMENT DATE, PROVIDED, THAT SUCH ADDITIONAL PAYMENTS SHALL BE IN MULTIPLES OF THE PRINCIPAL PORTION OF ANY ENSUING NUMBER OF CONSECUTIVE MONTHLY PAYMENTS AS WOULD BE APPLIED TO PRINCIPAL HAD SAID PAYMENTS BEEN MADE WHEN DUE,

AND PROVIDING FOR PAYMENT OF ATTORNEY'S 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, THE COMMERCE UNION BANK AND CHARLES F. LOVELL, AS EXECUTORS OF THE ESTATE OF GEORGE T. FINEGAN, DECEASED, PURSUANT TO THE AUTHORITY GRANTED BY THE WILL OF SAID GEORGE T. FINEGAN, DECEASED, WHICH APPEARS OF RECORD IN BOOK 56, PAGE 197, OF THE COUNTY COURT FOR DAVIDSON COUNTY, TENNESSEE,

~~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~~

have this day bargained and sold, and do hereby transfer and convey, unto the said JENNIE CAMPBELL MCCLENDON AND HUSBAND, D. G. MCCLENDON , THEIR heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

A LOT IN THE 3D, FORMERLY THE 2D, CIVIL DISTRICT OF DAVIDSON COUNTY, TENNESSEE, DESCRIBED AS FOLLOWS:
BEGINNING AT A STONE IN THE SOUTHEAST CORNER OF THE MASONIC PROPERTY; THENCE WEST 166 FEET WITH THE MASONIC LINE TO A STONE IN THE CENTER OF THE ROAD LEADING FROM MCWHIRTERSVILLE TO DONELSON STATION; THENCE SOUTH WITH THE CENTER OF SAID ROAD 134 FEET 3 INCHES TO A POINT IN THE SAID ROAD; THENCE EAST 166 FEET PARALLEL WITH THE MASONIC PROPERTY'S SOUTH LINE TO A POINT; THENCE NORTH 134 FEET AND 3 INCHES TO THE BEGINNING.
THE PURCHASERS ASSUME AND AGREE TO PAY ALL TAXES FOR THE YEAR 1941, SAME HAVING BEEN PRORATED AND ADJUSTED IN THE SETTLEMENT.

TO HAVE AND TO HOLD SAID REAL ESTATE, WITH THE APPURTENANCES, ESTATE, TITLE AND INTEREST THERETO BELONGING, TO THE SAID JENNIE CAMPBELL MCCLENDON AND HUSBAND, D. G. MCCLENDON, THEIR HEIRS AND ASSIGNS, FOREVER. THE COMMERCE UNION BANK AND CHAS. F. LOVELL, AS EXECUTORS OF THE ESTATE OF GEORGE T. FINEGAN, DECEASED, COVENANT THAT THEY ARE LAWFULLY SEIZED AND POSSESSED OF SAID REAL ESTATE AS EXECUTORS IN FEE SIMPLE, HAVE A GOOD RIGHT TO CONVEY IT, AND THAT THE SAME IS UNENCUMBERED, EXCEPT AS TO TAXES FOR THE YEAR 1941.
THE COMMERCE UNION BANK AND CHARLES F. LOVELL, AS EXECUTORS OF THE ESTATE OF GEORGE T. FINEGAN, DECEASED, FURTHER COVENANT AND BIND THEMSELVES AND THEIR SUCCESSORS TO WARRANT AND FOREVER DEFEND THE TITLE TO SAID REAL ESTATE TO THE SAID JENNIE CAMPBELL MCCLENDON AND HUSBAND, D. G. MCCLENDON, THEIR HEIRS AND ASSIGNS, AGAINST THE LAWFUL CLAIMS OF ALL PERSONS; BUT THE SAID COMMERCE UNION BANK AND CHARLES F. LOVELL CONVEY AS EXECUTORS AND NOT OTHERWISE.

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 19 day of Feb. 1953

Attest: F.J. Wilson DEPUTY REGISTER

Commerce Union Bank
Harry Ellington
Trust Officer

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said 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.

further covenant and bind heirs and representatives, to warrant and forever defend the title to said real estate to said 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 JENNIE CAMPBELL MCCLENDON AND HUSBAND G. D. MCCLENDON do hereby transfer and convey unto RUFUS GANN , 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.