DAVIDSON COUNTY WARRANTY DEED

Book No. 1260

NUMBER 100942 RECORDED SEPTEMBER 8TH, 1943.

COMMERCE UNION BANK, TRUSTEE,

TO

SELDON H. CUNNINGHAM ET UX.

FOR AND IN CONSIDERATION OF THE SUM OF THIRTY FOUR HUNDRED ($3400.00) DOLLARS OF WHICH THREE HUNDRED ($300.00) DOLLARS HAS BEEN PAID IN CASH BY SELDON H. CUNNINGHAM AND WIFE ANNA MARGARET CUNNINGHAM, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, AND FOR THE REMAINDER, THIRTY ONE HUNDRED DOLLARS, THE SAID SELDON H.CUNNINGHAM AND WIFE ANNA MARGARET CUNNINGHAM HAVE EXECUTED ONE (1) PRINCIPAL INSTALLMENT NOTE, OF EVEN DATE HEREWITH, IN THE PRINCIPAL SUM OF THIRTY ONE- HUNDRED ($3100.00) DOLLARS, THE TERMS OF WHICH ARE INCORPORATED HEREIN BY REFERENCE, WITH INTEREST FROM DATE ON THE WHOLE AMOUNT OF SAID PRINCIPAL SUM REMAINING UNPAID FROM TIME TO TIME AT THE RATE OF SIX PER CENT (6%) PER ANNUM. SAID NOTE IS PAYABLE TO THE ORDER OF COMMERCE UNION BANK, TRUSTEE, IN MONTHLY INSTALLMENTS OF TWENTY THREE AND 61/100 (23.61) DOLLARS COMMENCING OCTOBER 1, 1943, FOR A PERIOD OF TWELVE (12) MONTHS AND COMMENCING OCTOBER 1, 1944, IN MONTHLY INSTALLMENTS OF THIRTY ONE AND 10/100 ($31.10 DOLLARS, AND ON THE FIRST DAY OF EACH MONTH THEREAFTER UNTIL THE PRINCIPAL AND INTEREST ARE FULLY PAID EXCEPT THAT THE FINAL PAYMENT OF PRINCIPAL AND INTEREST IF NOT SOONER PAID SHALL BE DUE AND PAYABLE ON SEPT. 1 1955,. SAID NOTE PROVIDES 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 TRUSTEE WITH FULL POWER TO SELL AND CONVEY WITHOUT THE JOINDER OF ANY BENEFICIARY, HAS THIS DAY BARGAINED AND SOLD AND DOES HEREBY TRANSFER AND CONVEY UNTO THE SAID SELDON H.CUNNINGHAM AND WIFE, ANNA MARGARET CUNNINGHAM, THEIR HEIRS AND ASSIGNS, CERTAIN REAL ESTATE IN DAVIDSON COUNTY, TENNESSEE, AS FOLLOWS;

SHC AMC " BEING LOT NO.52 ON THE MAP OF AIRDRIE SUBDIVISION "B" OF RECORD IN BOOK 547, PAGE 42 REGISTER'S OFFICE FOR SAID COUNTY. SAID LOT NO.52 FRONTS 50 FEET ON THE EASTERLY SIDE OF WINGATE AVENUE AND RUNS BACK BETWEEN PARALLEL LINES 168 FEET TO AN ALLEY. BEING THE SAME PROPERTY CONVEYED TO COMMERCE UNION BANK, TRUSTEE, BY DEED FROM BENJAMIN DORGAN, ET AL OF RECORD IN BOOK 1247, PAGE 120, SAID REGISTER'S OFFICE.

IT IS ALSO MADE A PART OF THIS CONTRACT THAT TOGETHER WITH AND IN ADDITION TO THE MONTHLY PAYMENTS OF PRINCIPAL AND INTEREST PAYABLE UNDER THE TERMS OF THE NOTE SECURED HEREBY THE SAID SELDON H.CUNNINGHAM AND WIFE , ANNA MARGARET CUNNINGHAM WILL PAY TO THE LEGAL HOLDER OF THE DEBT ON THE FIRST DAY OF EACH MONTH UNTIL THE NOTE IS FULLY PAID, A SUM EQUAL TO ONE- TWELFTH OF THE TAX LIEN NEXT DUE ON THE PREMISES COVERED BY THIS INSTALLMENT DEED AND ONE - TWELFTH OR ONE THIRTY - SIXTH (AS THE CASE MAY BE) OF THE HAZARD INSURANCE PREMIUM OR PREMIUMS NEXT DUE ON THE PREMISES COVERED HEREBY. SUCH SUMS SO COLLECTED SHALL BE HELD BY THE LEGAL HOLDER OF THE DEBT SECURED HEREBY TO DISCHARGE TAX LIENS AND PAY INSURANCE PREMIUMS AS THEY RESPECTIVELY SHALL BECOME DUE AND PAYABLE. PRIVILEGE IS RESERVED TO PAY THE DEBT IN WHOLE OR

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 28 day of May 1948.

Attest: J. R. Wilson DEPOTY REGISTER

COMMERCE UNION BANK

BY Harry Ehrlich

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IN AN AMOUNT EQUAL TO ONE OR MORE MONTHLY PAYMENTS ON THE PRINCIPAL THAT ARE NEXT DUE ON THE NOTE, ON THE FIRST DAY OF ANY MONTH PRIOR TO MATURITY.

TO HAVE AND TO HOLD SAID REAL ESTATE, WITH THE APPURTENANCES, ESTATE, TITLE AND INTEREST THERETO BELONGING TO THE SAID SELDON H. CUNNINGHAM AND WIFE ANNA MARGARET CUNNINGHAM THEIR HEIRS AND ASSIGNS, FOREVER, THE COMMERCE UNION BANK COVENANTS THAT IT, AS TRUSTEE, IS LAWFULLY SEIZED AND POSSESSED OF SAID REAL ESTATE IN FEE SIMPLE, HAS A GOOD RIGHT TO CONVEY IT, AND THAT THE SAME IS UNENCUMBERED, EXCEPT TAXES FOR THE YEAR 1943, WHICH HAVE BEEN PRO RATED AND ASSUMED BY THE PURCHASERS.

THE COMMERCE UNION BANK FURTHER COVENANTS AND BINDS ITSELF ITS SUCCESSORS AND ASSIGNS, TO WARRANT AND FOREVER DEFEND THE TITLE TO SAID REAL ESTATE TO SAID SELDON H. CUNNINGHAM AND WIFE ANNA MARGARET CUNNINGHAM, THEIR HEIRS AND ASSIGNS, AGAINST THE LAWFUL CLAIMS OF ALL PERSONS, BUT THE SAID COMMERCE UNION BANK TRANSFERS AND CONVEYS AS TRUSTEE AND NOT OTHERWISE.

AND NOW, FOR THE PURPOSE OF BETTER AND MORE EFFECTUALLY SECURING THE PAYMENT OF SAID LIEN NOTE AND RENDERING UNNECESSARY COURT PROCEEDINGS FOR THE ENFORCEMENT OF SAID LIEN IN THE EVENT OF NON- PAYMENT OF ANY OF SAID INSTALLMENTS, AS THEY MATURE, AS HEREINAFTER PROVIDED, AND FOR THE CONSIDERATION OF ONE DOLLAR TO US IN HAND PAID, WE, THE SAID SELDON H. CUNNINGHAM AND WIFE, ANNA MARGARET CUNNINGHAM, DO HEREBY TRANSFER AND CONVEY UNTO C.B. RIPPY, TRUSTEE, HIS SUCCESSORS, AND ASSIGNS, THE REAL ESTATE HEREINBEFORE DESCRIBED WITH THE APPURTENANCES, ESTATE, TITLE AND INTEREST THERETO BELONGING , FOR THE PURPOSES AFORESAID ONLY.

WE, THE SAID SELDON H. CUNNINGHAM AND WIFE, ANNA MARGARET CUNNINGHAM 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 THREE THOUSAND ($3000.00) DOLLARS UNTIL THE NOTE HEREIN SECURED IS 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 NOTE, 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 NOTE 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 SELDON H.CUNNINGHAM AND WIFE, ANNA MARGARET CUNNINGHAM, SHALL PAY ALL INSTALLMENTS AFORESAID, WHEN DUE, ACCORDING TO THE TERMS OF THE NOTE AND PAY TAXES , KEEP UP REPAIRS AND KEEP SAID PREMISES INSURED AS AFORESAID, THEN THIS TRUST CONVEYANCE SHALL BE OF NOT FURTHER FORCE AND EFFECT. BUT IFWE FAIL TO PAY ANY ONE OF SAID INSTALLMENTS 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 DEBT FOR ALL SUMS , WITH INTEREST SO