WE , the said LORENE HARMAN ROSE AND HUSBAND, FRED ROSE , 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 ~~XXXXXX~~ INSURABLE VALUE 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 LORENE HARMAN ROSE AND HUSBAND FRED ROSE , 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 LORENE HARMAN ROSE AND HUSBAND FRED ROSE, 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 L.M.NELSON 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 CARTWRIGHT AND HERMAN, A PARTNERSHIP COMPOSED OF JOHN S.CARTWRIGHT and M.C. HERMAN, AND LORENE HARMAN ROSE AND HUSBAND, FRED ROSE , hereunto set our hands at NASHVILLE , Tennessee, this the 27TH day of JANUARY , 19 44.

LORENE HARMAN ROSE
FRED ROSE

CARTWRIGHT & HERMAN, A PARTNERSHIP
BY M.C. HERMAN, PARTNER
BY: JOHN S. CARTWRIGHT, PARTNER
M.C. HERMAN, INDIVIDUALLY
JOHN S. CARTWRIGHT, INDIVIDUALLY

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, LOUISE EDWARDS , a Notary Public in and for said County and State, the within named JOHN S. CARTWRIGHT, INDIVIDUALLY AND AS ONE OF THE PARTNERS OF CARTWRIGHT AND HERMAN, AND LORENE HARMAN ROSE 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 , acknowledged the execution of the said instrument to have been done by X 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 23D day of FEBRUARY 19 44.

My commission expires JULY 8, 1947

(Seal) LOUISE EDWARDS
Notary Public.

GIBSON

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, C.DON CHOATE , a Notary Public in and for said County and State, the within named M.C. HERMAN, INDIVIDUALLY AND AS ONE OF THE PARTNERS OF CARTWRIGHT & NERMAN, A PARTNERSHIP the bargainor , with whom I am personally acquainted, and who acknowledged that HE 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 , acknowledged the execution of the said instrument to have been done by X freely, voluntarily, and understandingly, without compulsion or constraint from said husband , and for the purposes therein expressed. HUMBOLDT,

Witness my hand and official seal at Nashville, Tennessee, this 27TH day of JAN 19 44.

My commission expires FEB 17, 1946

U.S.R.S. $2.20.

(Seal) C.DON CHOATE
SEE * Notary Public.

REC'D FEB 24, 1944 AT 1:57 P.M.
CM

NUMBER 3072 RECORDED FEB 24, 1944 MARY F. FINN TO ANNIE B. ADCOCK

INSTALLMENT DEED

Book No. 1282

FOR AND IN CONSIDERATION of the sum of ONE THOUSAND AND 00/100 ($1,000.00) DOLLARS

of which TWO HUNDRED AND FIFTY ($250.00) DOLLARS has been paid in cash by ANNIE BIGGS ADCOCK , the receipt of which is hereby acknowledged, and for the remainder OF SEVEN HUNDRED AND FIFTY ($750.00) DOLLARS

the said ANNIE BIGGS ADCOCK HAS EXECUTED HER TEN PROMISSORY NOTES OF EVEN DATE HEREWITH, PAYABLE TO THE ORDER OF MARY F FINN, EACH IN THE FACE AMOUNT OF $75.00 NUMBERED 1 TO 10 RESPECTIVELY, THE FIRST BEING PAYABLE ON OR BEFORE MARCH 1, 1945, AND ONE FALLING DUE ON MARCH 1ST OF EACH SUCCEEDING YEAR THEREAFTER, BEARING INTEREST FROM DATE AT THE RATE OF 6% PER ANNUM, INTEREST PAYABLE ANNUALLY, AND PROVIDING FOR THE PAYMENT OF ATTORNEYS FEES,

I declare that I am the true and lawful owner of the debt secured by the instrument within recorded, and hereby acknowledge the satisfaction thereof and discharge of the lien to secure the same in full, This 7 day of March 1953

Attest: J.P.Wilson COUNTY REGISTER

Mary F. Finn

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

I, MARY F. FINN

have this day bargained and sold, and do hereby transfer and convey, unto the said ANNIE BIGGS, ADCOCK, HER heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

BEGINNING AT A WHITE OAK ON THE BANK OF A BRANCH, DANIEL RAYMER'S CORNER; THENCE NORTH 89 DEGREES WEST, 72 POLES TO A STAKE, CHESTNUT POINTEREST, ABOUT 6 FEET FROM CORNER; THENCE NORTH 55 POLES TO A STAKE, RED BUD, HICKORY, BLACK OAK, AND WHITE OAK POINTERS; THENCE SOUTH 88½ DEGREES EAST 72 POLES TO BEECH AND MULBERRY, MRS. YEARGIN'S CORNER; THENCE WITH DANIEL RAYMER'S WEST LINE SOUTH 6 DEGREES EAST 14 POLES TO SOURWOOD; SOUTH 2½ DEGREES WEST 22 POLES TO AN ELM; THENCE SOUTH 9½ DEGREES WEST 19 POLES TO THE BEGINNING, CONTAINING 25 ACRES, MORE OR LESS.

BEING THE SAME PROPERTY CONVEYED TO MARY F. FINN BY TRUSTEE'S DEED FROM A.D. FINN, DATED MARCH 9, 1942, AND RECORDED IN BOOK 1207 PAGE 576 R.O.D.C.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said ANNIE BIGGS ADCOCK, HER 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 BY LIEN OF STATE & COUNTY TAXES, FOR 1942 AND 1943 WHICH ARE ASSUMED BY GRANTEE. I further covenant and bind MYSELF MY heirs and representatives, to warrant and forever defend the title to said real estate to said ANNIE BIGGS ADCOCK, 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 ANNIE BIGGS ADCOCK AND HUSBAND, MORRIS R. ADCOCK do hereby transfer and convey unto CHARLES C. TRABUE, JR , 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.