WE , the said BERNARD WHITMAN AND WIFE VIVIAN WHITMAN , 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 $ 1,250.00 BOTH FIRE AND EXTENDED COVERAGE, 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 BERNARD WHITMAN AND WIFE VIVIAN WHITMAN , 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 WITHIN THIRTY DAYS AFTER 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. THIRTY DAYS'

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 BERNARD WHITMAN AND/ OR WHVIAN WHITMAN 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 ARTHUR H.CAMPBELL, 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 W.A. PUGH AND BERNARD WHITMAN AND WIFE VIVIAN WHITMAN

and , hereunto set our hands

at ---------- Tennessee, this the 24TH day of MAY , 1944..

W.A.PUGH
BERNARD WHITMAN
VIVIAN WHITMAN

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, S.P.NICHOLSON , a Notary Public in and for said County and State, the within named BERNARD WHITMAN AND WIFE VIVIAN WHITMAN

the bargainor S , with whom I am personally acquainted, and who acknowledged that THEY 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 25 day of MAY 19 44.

My commission expires JULY 9, 1945.

(Seal) S.P.NICHOLSON
Notary Public.

ANDERSON
STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, CLYDE COX, , a Notary Public in and for said County and State, the within named W.A. PUGH

the bargainor HE with whom I am personally acquainted, and who acknowledged that HE 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.

LAKE CITY
Witness my hand and official seal at Nashville, Tennessee, this 27 day of MAY 19 44.

My commission expires JULY 9,1945.

(Seal) CLYDE COX,
Notary Public.

U.S.R.S $ 2.20
RECEIVED JUN 31ST, 1944. AT 3;35 P.M. FC.

NUMBER 6690 RECORDED JUNE 1ST, 1944.

RUFUS GANN, ET UX. ---TO-- HUBERT WOMACK ET UX.

INSTALLMENT DEED

Book No. 1282

FOR AND IN CONSIDERATION of the sum of SIX HUNDRED SIXTY ($660.00) AND NO/100 DOLLARS of which THIRTY ($30.00) AND NO/100 DOLLARS has been paid in cash by HUBERT WOMACK AND WIFE WILLIE MAI WOMACK , the receipt of which is hereby acknowledged, and for the remainder SIX HUNDRED THIRTY ($630.00) AND NO/100 DOLLARS the said HUBERT WOMACK AND WIFE WILLIE MAI WOMACK, HAVE EXECUTED THEIR SIXTY THREE (63) JOINT MONTHLY PROMISSORY NOTES OF EVEN DATE HEREWITH, PAYABLE TO THE ORDER OF RUFUS GANN AND MATURING ON OR BEFORE ONE EACH MONTH, RESPECTIVELY CONSECUTIVELY BEGINNING JUNE 27TH, 1944. THE PRINCIPAL OF EACH NOTE IS $10.00 BUT THE INTEREST HAS BEEN COMPUTED AT 6% ON THE OUT STANDING AMOUNT, AND ADDED IN THE FACE OF EACH NOTE, MAKING THE FIRST NOTE $13.15 AND EACH SUCCEEDING NOTE THEREAFTER 5¢ LESS THAN THE PRECEDING NOTE, MAKING THE LAST NOTE $10.05.

MATURITY

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 WE, RUFUS GANN AND WIFE SUSIE B.GANN, have this day bargained and sold, and do hereby transfer and convey, unto the said HUBERT WOMACK AND WIFE WILLIE MAI WOMACK, THEIR, heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

LAND IN DAVIDSON COUNTY,TENNESSEE, BEING THE NORTHERLY 50 FEET OF THE WESTERLY HALF OF BLOCK NO.31, ON THE MAP OF MIDWAY, AS OF RECORD IN BOOK 421, PAGE 11, REGISTER'S OFFICE FOR SAID COUNTY.

SAID PART OF BLOCK NO.31, FRONTS 50 FEET ON THE EASTERLY SIDE OF 33RD AVENUE NORTH, AND RUNS BACK BETWEEN PARALLEL LINES WITH THE SOUTHERLY MARGIN OF EDEN AVENUE,150 FEET TO AN ALLEY. BEING THE SAME PROPERTY CONVEYED TO RUFUS GANN AND WIFE SUSIE B. GANN BY DEED FROM RICHARD BLACK AND WIFE ALICE BLACK,DATED MAY 19TH, 1944, AND RECORDED IN BOOK 290, PAGE 290, SAID REGISTER'S OFFICE

Received for Registration this 14 day of June 1944 at 10 A.M. and duly recorded in Book 1282 page 221 Register

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said HUBERT WOMACK AND WIFE WILLIE MAI WOMACK, 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 EXCEPT TAXES FOR THE YEAR 1944, WHICH PURCHASER ASSUMES AND AGREES TO PAY. WE, further covenant and bind OURSELVES OUR heirs and representatives, to warrant and forever defend the title to said real estate to said HUBERT WOMACK AND WIFE WILLIE MAI WOMACK, THEIR, 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 HUBERT WOMACK AND WIFE WILLIE MAI WOMACK

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.