WE , the said HUBERT WOMACK AND WIFE WILLIE MAI WOMACK AND WINDSTORM , do hereby agree to keep all build ngs 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 $ 500.00 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 HUBERT WOMACK AND WIFE WILLIE MAI WOMACK , 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, IF 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 HUBERT WOMACK AND WIFE WILLIE MAI WOMACK 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 RUFUS GANN 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 RUFUS GANN AND WIFE SUSIE B.GANN,

and HUBERT WOMACK AND WIFE WILLIE MAI WOMACK , hereunto set our hands

at NASHVILLE , Tennessee, this the 27TH day of MAY , 1944 .

RUFUS GANN
SUSIE B.GANN
HUBERT WOMACK.
WILLIE MAI WOMACK

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, JNO C. JARED , a Notary Public in and for said County and State, the within named RUFUS GANN AND WIFE SUSIE B.GANN

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 29 day of MAY 19 44.

My commission expires JULY 16, 1944.

(Seal) JNO. C.JARED
Notary Public.

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, C.B.TUCKER, , a Notary Public in and for said County and State, the within named HUBERT WOMACK AND WIFE WILLIE MAI WOMACK

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 30 day of MAY 1944 .

My commission expires OCT. 7, 1947

(Seal) C.B.TUCKER,
Notary Public.

U.S.R.S $ 1.10

RECEIVED MAY 31ST, 1944. AT 11;02 A.M. FC

NUMBER 6752 RECORDED JUNE 1ST, 1944.

B.B.RAWLS ET UX. --TO-- GRADY P. GHEE ET UX. ET ALS.

76306 MARSHALL & BRUCE CO. NASHVILLE

V 209

INSTALLMENT DEED

Book No. 1282

FOR AND IN CONSIDERATION of the sum of FOUR THOUSAND FIVE HUNDRED AND NO/100($4500.00) DOLLARS of which FIVE HUNDRED AND NO/100 ($500.00) DOLLARS has been paid in cash by JAMES CARL SMITH AND WIFE JOSIE F. SMITH AND GRADY P.GHEE AND WIFE ERA BENNETT GHEE, the receipt of which is hereby acknowledged, and for the remainder FOUR THOUSAND AND NO/100 ($4,000.00) DOLLARS the said JAME CARL SMITH AND WIFE JOSIE F. SMITH AND GRADY P. GHEE AND WIFE ERA BENNETT GHEE, HAVE ASSUMED AND AGREE TO PAY NOTES NOS.3 TO 10 BOTH INCLUSIVE OF A SERIES OF 10 NOTES EXECUTED BY B.B.RAWLS, ET UX, TO H.C. HARALSON,ET UX, WHICH NOTES ARE DESCRIBED IN AND SECURED BY AN INSTRUMENT OF RECORD IN BOOK 1257, PAGE 149, REGISTER S OFFICE FOR DAVIDSON COUNTY,TENNESSEE, ALL OF SAID NOTES BEING IN THE SUM OF $200. EACH EXCEPT THE 9TH ONE WHICH IS FOR $150. AND THE 10TH ONE WHICH IS FOR $1500, AND ASSUME INTEREST AT THE RATE OF 6 PER CENT PER ANNUM ON THE BALANCE FROM JULY 1, 1944, THE GRANTORS TO PAY THE INTEREST ON THE INDEBTEDNESS UP TO JULY 1,1944, AND SAID NOTE NO.3 FALLS DUE ON JULY 1, 1944, THE OTHERS SEMIANNUALLY THEREAFTER, AND FOR THE REMAINDER NAMELY $1150. THE GRANTEES HAVE EXECUTED AND DELIVERED TO THE SAID B.B. RAWLS ET UX, THEIR JOINT LIEN PROMISSORY NOTE IN LIKE AMOUNT DUE AND PAYABLE ON OR BEFORE AUGUST 1, 1944, WITH INTEREST AT 6 PER CENT PER ANNUM AFTER 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, B.B.RAWLS AND WIFE MATTIE RAWLS,

have this day bargained and sold, and do hereby transfer and convey, unto the said JAMES CARL SMITH AND WIFE, JOSIE F.SMITH A ONE-THIRD UNDIVIDED INTEREST AND TO GRADY P.GHEE AND WIFE ERA BENNETT/A TWO-THIRD UNDIVIDED INTEREST

THEIR, heirs and assigns, certain real estate in Davidson County, Tennessee, as follows: LAND IN THE 2ND,FORMERLY THE 5TH CIVIL DISTRICT OF DAVIDSON COUNTY,TENNESSEE, BEING PARTS OF LOTS NOS.2,5, AND 6 ON THE PLAN OF THE LANDS OF MRS. PARMELIA E.DAVIS, DECEASED AS OF RECORD IN BOOK 57, PAGE 7, REGISTER S OFFICE FOR SAID COUNTY,DESCRIBED AS FOLLOWS: BEGINNING ON THE NORTHERLY MARGIN OF THE RIGHT OF WAY OF THE N.C.& ST. L.RAILROAD, AT THE SOUTHWEST CORNER OF THE PROPERTY CONVEYED TO BESSIE K.CALDWELL BY DEED FROM ALFRED WILLIAM FABER AND WIFE, OF RECORD IN BOOK 1250, PAGE 30, SAID REGISTER S OFFICE ;THENCE WITH THE NORTHERLY MARGIN OF SAID RIGHT OF WAY, NORTH 70° WEST 708 FEET TO A POINT WEST OF A GATE THENCE NORTH 12½° WEST 872 FEET TO A STAKE; THENCE NORTH 6½° EAST 977 FEET TO A STAKE OPPOSITE A SPRING; THENCE NORTH 57½° EAST 812 FEET TO A STONE PILE THENCE NORTH 86° EAST 487 FEET TO A D CEDAR POST IN WHAT WAS FORMERLY B.B.MATLOCK'S LINE; THENCE SOUTH 14° WEST 130 FEET TO AN ELM TREE; THENCE SOUTH 1½° EAST 352 FEET TO THE SOUTH EDGE OF A FLAT ROCK THENCE SOUTH 87½° EAST 732 FEET TO A CEDAR TREE; THENCE SOUTH 15° EAST 30 FEET TO A CEDAR STUMP; THENCE SOUTH 87½° EAST 49 FEET TO A CEDAR STAKE IN R.T. RUCKER'S LINE; THENCE SOUTH 2° WEST 860 FEET TO A POINT IN A FENCE THENCE SOUTH 3° WEST 180 FEET TO A STAKE ; THENCE SOUTH 79½° WEST 411 FEET TO A STAKE; THENCE NORTH 25½° WEST 243 FEET TO A STAKE; THENCE SOUTH 61° WEST 352 FEET TO A STAKE THENCE SOUTH 3° WEST 286 FEET TO A POINT IN A FENCE; THENCE SOUTH 5° WEST 237 FEET TO THE NORTHEAST CORNER OF SAID CALDWELL PROPERTY; THENCE WITH HER NORTHERLY LINE, NORTH 70° WEST 245 FEET TO HER NORTHWEST CORNER; THENCE WITH HER WESTERLY LINE, SOUTH 5° WEST 480 FEET TO THE BEGINNING CONTAINING 75.43 ACRES MORE OR LESS, SUBJECT TO A RIGHT OF WAY ACROSS SAID LNAD RESERVED IN DEED FROM SAM J. MORGAN AND WIFE, TO G.W. PAINTER AND WIFE, OF RECORD IN BOOK 475, PAGE 328, SAID REGISTER'S OFFICE INCLUDING BUT EXCLUDING THEREFROM THAT PART OF SAID PROPERTY USED FOR ROADWAY PURPOSES.
BEING THE SAME PROPERTY CONVEYED TO B.B.RAWLS, AND WIFE,MATTIE RAWLS BY DEED FROM H.C. HARALSON AND WIFE OF RECORD IN BOOK 1257, PAGE 149, SAID REGISTER S OFFICE
THIS CONVEYANCE IS MADE SUBJECT TO RIGHT OF WAY OR EASEMENT GRANTED AMERICAN TELEPHONE AND TELEGRAPH COMPANY FOR TRANSMISSION LINES OF RECORD IN BOOK 1229, PAGE 5, REGISTER'S OFFICE FOR DAVIDSON COUNTY,TENNESSEE.
POSSESSION OF THE ABOVE PREMISES TO BE GIVEN ON OR BEFORE AUGUST 1, 1944.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said JAMES CARL SMITH AND WIFE,JOSIE F. SMITH AND GRADY P. GHEE AND WIFE ERA BENNETT GHEE, THEIR 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 AS ABOVE STATED AND BY 1944 TAXES WHICH THE PURCHASERS ASSUME AND AGREE 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 JAMES CARL SMITH AND WIFE JOSIE F.SMITH AND GRADY P.GHEE AND WIFE ERA BENNETT GHEE 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 JAMES CARL SMITH AND WIFE JOSIE F. SMITH AND GRADY P.GHEE AND WIFE ERA BENNETT GHEE, do hereby transfer and convey unto L.A.NEWMAN , 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.