WE , the said HETTIE LEWIS HARRIS AND BEATRICE E. HARRIS , 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 $ 2000.00 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 HETTIE LEWIS HARRIS AND BEATRICE E. HARRIS , 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 HETTIE LEWIS HARRIS AND BEATRICE E. HARRIS, 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 A.J. LINX, SR 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 J.P. ELLIS TRUSTEE FOR J. PORTER ELLIS JR., AND JIMMIE W. ELLIS and HETTIE LEWIS HARRIS AND BEATRICE E. HARRIS , hereunto set our hands at NASHVILLE , Tennessee, this the 7TH day of APRIL , 19 44.

J.P. ELLIS, TRUSTEE
HETTIE LEWIS HARRIS
BEATRICE E. HARRIS

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, JOE W. FIVES , a Notary Public in and for said County and State, the within named J.P. ELLIS, TRUSTEE FOR J. PORTER ELLIS, JR. AND JIMMIE W. ELLIS AND HETTIE LEWIS HARRIS AND BEATRICE E. HARRIS 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 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 10 day of APRIL 1944.

My commission expires JULY 7TH, 1947

(Seal) JOE W. FIVES
Notary Public.

U.S.R.S. $3.30
REC'D APR 10, 1944 AT 3:15 P.M.
CM

INSTALLMENT DEED

Book No. 1295

FOR AND IN CONSIDERATION of the sum of ONE THOUSAND & NO/100 ($1,000.00) DOLLARS of which TWO HUNDRED & NO/100 ($200.00) DOLLARS has been paid in cash by WILLIE LEE OWENS AND WIFE, MAY BELLE OWENS, the receipt of which is hereby acknowledged, and for the remainder EIGHT HUNDRED ($800.00) DOLLARS the said WILLIE LEE OWENS AND WIFE, MAY BELLE OWENS HAVE EXECUTED ONE (1) NOTE, DATED APRIL 3, 1944, PAYABLE TO THE ORDER OF GEORGE S. JACOBS AND DUE IN THIRTY-TWO (32) MONTHLY INSTALLMENTS OF TWENTY-FIVE ($25.00) DOLLARS EACH, THE FIRST INSTALLMENT BEING DUE ON MAY 3, 1944, AND EACH SUCCEEDING INSTALLMENT ON OR BEFORE THE 3RD DAY OF EACH MONTH, RESPECTIVELY, THEREAFTER,

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 7 day of April 1953

Attest: F.J. Nelson II DEPUTY REGISTER

George S. Jacobs

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, GEORGE S. JACOBS AND WIFE, FRANKIE REECE JACOBS

have this day bargained and sold, and do hereby transfer and convey, unto the said WILLIE LEE OWENS AND WIFE, MAY BELLE OWENS, THEIR heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

A TRACT OF LAND IN THE 3D CIVIL DISTRICT, OF DAVIDSON COUNTY, TENNESSEE, DESCRIBED ACCORDING TO A SURVEY THEREOF MADE OCTOBER 23, 1942 BY Z.J. WILKINSON, SURVEYOR, AS FOLLOWS:

BEGINNING AT A POINT IN THE CENTER OF THE ELM HILL PIKE OPPOSITE A FENCE POST AT THE SOUTHWEST CORNER OF THE CHARLTON LANDS, BEING THE SOUTHEAST CORNER OF THE LAND IN QUESTION; THENCE WITH THE CENTER OF SAID PIKE NORTH 82° 30' WEST 100 FEET TO A POINT; CONTINUING WITH THE CENTER OF SAID PIKE SOUTH 88° WEST 161 FEET TO A POINT IN THE CENTER LINE OF THE SAME AT THE SOUTHEAST CORNER OF THE PROPERTY CONVEYED TO LOUISA MERRITT BY DEED FROM HUNTER H. PERRY OF RECORD IN BOOK 346, PAGE 89 REGISTER'S OFFICE FOR SAID COUNTY, AND BEING AT A POINT OPPOSITE THE CENTER LINE OF MERRITT LANE; THENCE WITH THE CENTER LINE OF MERRITT LANE, AND ALONG THE EASTERLY LINE OF THE MERRITT LAND, NORTH 7° 30' EAST 253 FEET TO A STAKE; THENCE SOUTH 89° EAST 260 FEET TO A STAKE IN THE WEST LINE OF THE CHARLTON LAND; THENCE WITH THE LINE OF THE SAME SOUTH 7° 30' WEST 256 FEET TO THE POINT OF BEGINNING, CONTAINING 1½ ACRES MORE OR LESS.

BEING THE SAME PROPERTY CONVEYED TO GEORGE S. JACOBS BY DEED FROM DAVID COLBERT AND WIFE; MINNIE COLBERT, DATED MARCH 25, 1944, AND RECORDED IN BOOK , PAGE , SAID REGISTER'S OFFICE.

THERE IS EXCEPTED FROM THIS CONVEYANCE ALL EASEMENTS AND RIGHTS OF WAY AFFECTING THIS PROPERTY.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said WILLIE LEE OWENS AND WIFE, MAY BELLE OWENS, THEIR heirs and assigns, forever, and 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 1944 TAXES WHICH PURCHASERS ASSUME & 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 WILLIE LEE OWENS AND WIFE, MAY BELLE OWENS, 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 WILLIE LEE OWENS AND WIFE, MAY BELLE OWENS do hereby transfer and convey unto WILL E. JACOBS , 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.