WE , the said CHARLIE T.GANN AND WIFE, LOUISE GANN , do hereby agree to
AND WIND-STORM
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 $ SATISFACTORY TO COMPANY 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 CHARLIE T.GANN AND WIFE, LOUISE GANN , 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 CHARLIE T.GANN AND WIFE, LOUISE GANN, THEIR representatives or assigns.

IT IS AGREED THAT IF SAID PROPERTY IS SOLD UNDER THIS INSTRUMENT WE OR ANY PERSON HOLDING UNDER US, SHALL AT ONCE BECOME AND BE THE TENANT OR TENANTS AT WILL OF THE PURCHASER HEREUNDER, AND SHALL BE REMOVED BY WRIT OF UNLAWFUL DETAINER AT ANY TIME AFTER DEMAND FOR POSSESSION IS MADE.

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 P.M.ESTES,JR., 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 LIFE & CASUALTY INSURANCE COMPANY OF TENNESSEE

and CHARLIE T.GANN AND WIFE, LOUISE GANN , hereunto set our hands

at NASHVILLE, , Tennessee, this the 27 day of APRIL, , 1944 .

(SEAL) LIFE & CASUALTY INSURANCE COMPANY OF TENNESSEE

ATTEST: E.R.DERRYBERRY, SECRETARY.

BY J.E.ACUFF VICE PRESIDENT

CHARLIE T. GANN

LOUISE GANN.

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, THOS.H.PATTON, , a Notary Public in and for said County and State, the within named CHARLIE T.GANN AND WIFE, LOUISE 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 X , of the said

having appeared before me privately and apart from X 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~~ OLD HICKORY, Tennessee, this 27 day of APRIL ,19 44 .

My commission expires JULY 22/45

(Seal) THOS.H.PATTON, Notary Public.

U.S.R.S. 10.55
RECD JULY 14, 1944 AT 10:07 A.M.

V 105.

INSTALLMENT DEED

Book No. 1296

FOR AND IN CONSIDERATION of the sum of ONE HUNDRED AND SEVENTY-FIVE AND NO/100 - - - DOLLARS

of which THIRTY-FIVE AND NO/100 - - - - - - - - - - DOLLARS has been paid in cash by

MRS. GEORGIE JAKES , the receipt of which is hereby acknowledged, and for the remainder

ONE HUNDRED AND FORTY AND NO/100 - - - - - - - - - - DOLLARS

the said MRS.GEORGIE JAKES

HAS EXECUTED HER PROMISSORY NOTE OF EVEN DATE HEREWITH, PAYABLE AS FOLLOWS:

$35.00 TO BE DUE AND PAYABLE ON THE FIRST DAY OF OCTOBER, 1944;
35.00 TO BE DUE AND PAYABLE ON THE FIRST DAY OF APRIL, 1945;
35.00 TO BE DUE AND PAYABLE ON THE FIRST DAY OF OCTOBER, 1945;
35.00 TO BE DUE AND PAYABLE ON THE FIRST DAY OF APRIL, 1946.

TOGETHER WITH INTEREST ON EACH INSTALMENT FROM DATE, AT THE RATE OF SIX (6) PER CENT PER ANNUM, PAYABLE AT THE MATURITY DATE OF SUCH INSTALMENT.

I declare that I am the duly and lawful holder of the claim secured by the instrument which was released, and hereby acknowledge the satisfaction thereof and discharge of the lien therein in full. This ... day of ... LIFE & CASUALTY INSURANCE CO. OF TENN. BY ... TREAS.

~~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, THE LIFE & CASUALTY INSURANCE COMPANY OF TENNESSEE

have this day bargained and sold, and do hereby transfer and convey, unto the said MRS. GEORGIE JAKES, HER heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

LOT 11, BLOCK 17 OF THE LIFE & CASUALTY INSURANCE COMPANY SUBDIVISION OF THE DABBS & ELLIOTT PROPERTY, AS SHOWN ON MAP RECORDED IN BOOK 547, PAGE 97, R.O.D.C.,TENNESSEE MORE PARTICULARLY DESCRIBED AS FOLLOWS: FRONTING 50 FEET ON THE WESTERLY SIDE OF 30TH STREET AND RUNNING BACK BETWEEN PARALLEL LINES TO A 10 FOOT ALLEY A DISTANCE OF 144 FEET MORE OR LESS.

BEING PART OF THE SAME PROPERTY CONVEYED BY DEED OF A.M.BURTON, TRUSTEE TO LIFE & CASUALTY INSURANCE COMPANY OF TENNESSEE, DATED JANUARY 6, 1932, AND RECORDED IN BOOK 895, PAGE 572, SAID REGISTERS OFFICE.

1944 TAXES TO BE PRO RATED AS OF DATE OF DEED.

SEWERAGE RESTRICTIONS: THE SEWERAGE RIGHTS BY VIRTUE OF SEWER LINES NOW ON THIS PROPERTY ARE NOT EXCLUSIVE TO THE PURCHASER HEREIN, BUT ARE HEREBY RESERVED FOR THE COMMON USE OF OTHER DUPONTONIA PROPERTY WITH FULL RIGHT AND PRIVILEGE TO MAKE ANY CONNECTIONS THERETO.

THE PURCHASER IS HEREBY GRANTED THE PRIVILEGE OF MAKING ONE, ONE-HALF INCH WATER TAP CONNECTION TO THE WATER LINE OF THE DUPONTONIA WATER COMPANY ADJACENT TO THE ABOVE DESCRIBED PROPERTY AND AGREES TO ACCEPT AND PERMIT THE INSTALATION OF ONE STANDARD WATER METER TO BE FURNISHED AND INSTALLED BY THE DUPONTONIA WATER COMPANY AND PAID FOR BY THE PURCHASER. ALL INSTALLATION AND CONNECTION CHARGES OF MAKING THE ONE-HALF INCH CONNECTION AND INSTALING THE METER IS TO BE BORNE BY AND PAID BY THE PURCHASER, AND THE PURCHASER AGREES FOR THEMSELVES THEIR HEIRS AND ASSIGNS TO PAY THE DUPONTONIA WATER COMPANY FOR ALL WATER PASSING THROUGH THE METER AT RATES ESTABLISHED BY THE DUPONTONIA WATER COMPANY, ITS SUCCESSORS OR ASSIGNS.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said MRS.GEORGIE JAKES, HER 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.

WE further covenant and bind

OURSELVES, OUR SUCCESSORS, --heirs and representatives, to warrant and forever defend the title to said real estate to said MRS.GEORGIE JAKES, 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 MRS.GEORGIE JAKES

do hereby transfer and convey unto P.M.ESTES,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.