WE , the said JIMMIE LEE SANFORD AND WIFE ELDER SANFORD , 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 $ 1800.00 AGAINST FIRE AND EXTENDED VERAGE 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 JIMMIE LEE SANFORD AND WIFE ELDER SANFORD , 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 JIMMIE LEE SANFORD AND WIFE, ELDER SANFORD, 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 CHAS.H.J. FEIGENBAUM 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 JOE KORNMAN AND WIFE, ANN KORNMAN and JIMMIE LEE SANFORD AND WIFE , hereunto set our hands at NASHVILLE , Tennessee, this the 28 day of JULY , 19 44.

JOE KORNMAN

ANNE KORNMAN

JIMMIE LEE SANFORD

ELDER SANFORD

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, RUBY NAYLOR , a Notary Public in and for said County and State, the within named JOE KORNMAN AND WIFE, ANNE KORNMAN AND JIMMIE LEE SANFORD AND WIFE ELDER SANFORD 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. DAVIDSON COUNTY

Witness my hand and official seal at Nashville, Tennessee, this 28TH day of JULY 19 44.

My commission expires JULY 6 1948 (Seal) RUBY NAYLOR Notary Public.

U.S.R.S. $2.20

REC'D JULY 28, 1944 AT 12:10 P.M.

CM

NUMBER 9629
RECORDED JULY 29, 1944

MARGUERITE LUCILE TAYLOR AND CATHERINE VALERIE SIMPKINS
-TO-
GLENN WHITE AND WIFE, VEATRICE MARTIN WHITE

V. J.L.I.

INSTALLMENT DEED

Book No. 1296

FOR AND IN CONSIDERATION of the sum of ($1200.00) TWELVE HUNDRED AND 00/100 --- DOLLARS of which $ 300.00 GLENN WHITE AND WIFE VEATRICE MARTIN WHITE DOLLARS has been paid in cash by NINE HUNDRED AND 00/100 ($900.00) ---- , the receipt of which is hereby acknowledged, and for the remainder DOLLARS the said GLENN WHITE AND WIFE VEATRICE MARTIN WHITE HAVE THIS DAY EXECUTED THEIR THREE (3) JOINT PROMISSORY NOTES IN THE SUM OF THREE HUNDRED AND 00/100 ($300.00) DOLLARS EACH, PAYABLE ON OR BEFORE, ONE, TWO, AND THREE YEARS FROM DATE OF THIS INSTRUMENT, BEARING 6% INTEREST FROM DATE AND PAYABLE TO THE ORDER OF MARGUERITE LUCILE TAYLOR AND CATHERINE VALERIE SIMPKINS.

[illegible] by the Insurance Company insuring thereof and the Chancery Court of Davidson County, Tennessee, this 21 day of Mar 1944

Attest: J.S. Eaves Marguerite Lucile Taylor

SAID NOTES
~~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, MARGUERITE LUCILE TAYLOR AND CATHERINE VALERIE SIMPKINS BEING THE ONLY CHILDREN AND HEIRS AT LAW OF MARY E. BAINBRIDGE MATHEWS, DECEASED have this day bargained and sold, and do hereby transfer and convey, unto the said GLENN WHITE AND WIFE, VEATRICE MARTIN WHITE, THEIR heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

BEING A TRACT OF LAND IN THE 13TH DISTRICT OF DAVIDSON COUNTY, TENNESSEE. BEING PART OF THE JEROME HYDE ESTATE, A PLAN OF WHICH IS OF RECORD IN MINUTE BOOK I, PAGE 472, COUNTY COURT CLERK'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE CENTER OF THE OLD HYDES FERRY PIKE, BEING THE NORTHEAST CORNER OF THE THREE ACRES OWNED BY GLENN WHITE, AND RUNNING FROM SAID BEGINNING POINT WITH THE CENTER OF THE PIKE NORTH 62 DEGREES, EAST 361 FEET, TO A POINT; THENCE CONTINUING WITH THE CENTER OF THE PIKE, NORTH 70 DEGREES EAST 214 FEET TO A POINT, THECENTER OF A CULVERT UNDER SAID ROAD; THENCE LEAVING THE PIKE AND RUNNING ON A LINE PARALLEL TO WHITE'S EAST BOUNDARY SOUTH 8 DEGREES WEST 800 FEET, TO THE CENTER OF SULPHUR CREEK; THENCE DOWN THE CREEK WITH ITS MEANDERS ABOUT 560 FEET, TO A POINT WHERE GLENN WHITE'S LINE INTERSECTS THE CREEK; THENCE WITH HIS BOUNDARY LINE APPROXIMATELY NORTH 18 DEGREES EAST 100 FEET, MORE OR LESS, TO A FENCE POST; THENCE WITH WHITE'S BOUNDARY LINE, AND ALONG A FENCE NORTH 8 DEGREES EAST 506 FEET TO THE BEGINNING, AND CONTAINING 9 ACRES, MORE OR LESS.
THE ABOVE TRACT LIES WEST OF AND ADJOINS A TRACT OF ABOUT 12 ACRES RESERVED BY MRS. TAYLOR'S SISTER, (MRS. SIMPKINS) ALL AS SHOWN ON A BLUE PRINT DATED MAY 2, 1944, MADE BY JOHN WILKES, CIVIL ENGINEER.
BEING PART OF THE TRACT OF LAND DEEDED TO MARY E. BAINBRIDGE MATHEWS ON AUGUST 18, 1904 OF RECORD IN DEED BOOK 296, PAGE 437, AND WE THE GRANTORS ARE THE CHILDREN AND HEIRS AT LAW OF THE SAID MARY E. BAINBRIDGE MATHEWS, DECEASED.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said GLENN WHITE AND WIFE VEATRICE MARTIN WHITE, 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.

WE further covenant and bind OURSELVES, OUR heirs and representatives, to warrant and forever defend the title to said real estate to said GLENN WHITE AND WIFE, VEATRICE MARTIN WHITE, 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 GLENN WHITE AND WIFE, VEATRICE MARTIN WHITE do hereby transfer and convey unto W. L. BAINBRIDGE , 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.