WE, , the said BENNIE SPEARS JR. AND WIFE HORTENSE B. SPEARS , 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 BENNIE SPEARS JR. AND WIFE HORTENSE B. SPEARS , 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 BENNIE SPEARS JR. AND WIFE HORTENSE B. SPEARS 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 FRANK G. MADDUX, 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 EMMA L. SWEENEY and BENNIE SPEARS JR. AND WIFE HORTENSE B. SPEARS , hereunto set our hands at NASHVILLE, , Tennessee, this the 30, day of AUGUST , 1944.

WITNESS TO BENNIE SPEARS, JR. SIGNATURE FRANK G. MADDUX, HERBERT N. JORDAN

EMMA L. SWEENEY

BENNIE X(HIS MARK)SPEARS JR.

HORTENSE B. SPEARS

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, HERBERT N. JORDAN , a Notary Public in and for said County and State, the within named EMMA L. SWEENEY, A WIDOW AND BENNIE SPEARS, JR. AND WIFE HORTENCE B. SPEARS 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 X having appeared before me privately and apart from husband , the said , 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 4TH day of SEPTEMBER 19 44.

My commission expires JANUARY 7TH., 1945.

(Seal) HERBERT N. JORDAN
Notary Public.

U.S.R.S. $2.75

RECEIVED SEPT. 6, 1944 AT 1:26

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, , a Notary Public in and for said County and State, the within named X the bargainor , with whom I am personally acquainted, and who acknowledged that executed the within instrument for the purposes therein contained.

And , of the said X 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 day of 19 .

My commission expires

(Seal)
Notary Public.

SW

BINDT, MARSHALL & BRUCE CO. NASHVILLE

INSTALLMENT DEED

Book No. 1302

FOR AND IN CONSIDERATION of the sum of ONE THOUSAND FIVE HUNDRED FORTY ($1,540.00) AND NO/100 DOLLARS of which ONE HUNDRED FORTY ($140.00) AND NO/100 DOLLARS has been paid in cash by RICHARD M. GUNN AND WIFE, FRANCES S. GUNN , the receipt of which is hereby acknowledged, and for the remainder ONE THOUSAND FOUR HUNDRED ($1,400.00) AND NO/00 DOLLARS the said RICHARD M. GUNN AND WIFE, FRANCES S. GUNN HAVE EXECUTED THEIR ONE JOINT PROMOSSERY NOTE, OF EVEN DATE HEREWITH, FOR $1,400.00, BEARING INTEREST FROM DATE AT THE RATE OF PER ANNUM, SAID PRINCIPAL AND INTEREST BEING PAYABLE IN SIXTY-SIX MONTHLY INSTALLMENTS OF $25.00 EACH, THE FIRST INSTALLMENT FALLING DUE ON OR BEFORE SEPTEMBER 29, 1944 AND THE OTHERS, ONE ON OR BEFORE THE 29TH DAY OF EACH MONTH THEREAFTER; SAID NOTE PAYABLE TO THE ORDER OF JOHN C. VANDIVER AND WIFE, DOYE BROWN VANDIVER,

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, JOHN C. VANDIVER AND WIFE, DOYE BROWN VANDIVER,

have this day bargained and sold, and do hereby transfer and convey, unto the said

RICHARD M. GUNN AND WIFE, FRANCES S. GUNN, THEIR heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

LAND IN THE 11TH, FORMERLY THE 19TH, CIVIL DISTRICT OF DAVIDSON COUNTY, TENNESSEE, BEING PART OF LOT NO. 9 ON THE PLAN OF THE ANDERSON ESTATES, AS OF RECORD IN BOOK 1130, PAGE 37, REGISTER'S OFFICE FOR SAID COUNTY, BEING LOTS NOS. 16, 17, 18 AND 19 ON THE PLAN OF VANDIVER'S SUBDIVISION OF THE EASTERLY PART OF SAID LOT NO. 9 OF THE ANDERSON ESTATES, NOT OF RECORD, DESCRIBED TOGETHER ACCORDING TO A SURVEY MADE BY EWELL ANDERSON, SURVEYOR, JULY ___, 1944, AS FOLLOWS:

BEGINNING ON THE EASTERLY MARGIN OF VANDIVER DRIVE AT A POINT 800 FEET NORTH OF THE NORTHERLY MARGIN OF OLD HICKORY BOULEVARD, SAID POINT BEING THE CORNER OF LOTS NOS. 15 AND 16 ON SAID UNRECORDED SUBDIVISION; THENCE WITH THE EASTERLY MARGIN OF SAID DRIVE, NORTHWARDLY 200 FEET TO THE CORNER OF LOTS NOS. 19 AND 20; THENCE WITH THE LINE BETWEEN SAID TWO LOTS, EASTWARDLY 171.4 FEET TO LOW WATER MARK OF CUMBERLAND RIVER; THENCE WITH SAID LOW WATER MARK, SOUTHWARDLY 200.4 FEET TO THE CORNER OF LOTS NOS. 15 AND 16, SAID POINT BEING 781.4 FEET NORTH OF THE NORTHERLY MARGIN OF OLD HICKORY BOULEVARD; THENCE WITH THE LINE BETWEEN SAID TWO LOTS, WESTWARDLY 199,8 FEET TO THE BEGINNING.
BEING PART OF THE PROPERTY CONVEYED TO JOHN C. VANDIVER BY DEED FROM JOHN W. ANDERSON AND WIFE, OF RECORD IN BOOK 1280, PAGE 255, SAID REGISTER'S OFFICE.
THIS CONVEYANCE IS MADE SUBJECT TO RESTRICTIVE COVENANTS CONTAINED IN DEED FROM ANDERSON LAND & IMPROVEMENT COMPANY TO JOHN W. ANDERSON, OF RECORD IN BOOK 1181, PAGE 347, SAID REGISTER'S OFFICE. TAXES FOR THE YEAR 1944 TO BE PRO-RATED.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said RICHARD M. GUNN AND WIFE, FRANCES S. GUNN, 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.

W E further covenant and bind OURSELVES, OUR heirs and representatives, to warrant and forever defend the title to said real estate to said RICHARD M. GUNN AND WIFE, FRANCES S. GUNN, 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 RICHARD M. GUNN AND WIFE, FRANCES S. GUNN do hereby transfer and convey unto WILLIAM O. LEE , 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.