, do hereby agree to

, the said IDA W. LANIUS

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.

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 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 , the said IDA W. LANIUS , 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 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, 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 expressl y 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.

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. 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 IDA W. LANIUS, HER 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 WILLIAM O. LEE 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 BESS HARVEY SHRIVER AND ROBERT H. HARVEY , hereunto set our hands and IDA W. LANIUS

at ---Nr---- , ~~Tennessee~~ this the 15TH day of JANUARY , 19 46.

ROBERT H. HARVEY
BESS HARVEY SHRIVER
IDA W. LANIUS

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, E.B. WALTON , a Notary Public in and for said County and State, the within named BESS HARVEY SHRIVER, AND IDA W. LANIUS

the bargainor -, with whom I am personally acquainted, and who acknowledged that ~~th~~ 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 , 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 28 day of JAN 19 46.

My commission expires APRIL 5, 1949 (Seal) E.B. WALTON Notary Public.

CALIFORNIA SAN FRANCISCO CITY

STATE OF ~~TENNESSEE, DAVIDSON~~ COUNTY.

Personally appeared before me, JEAN M. WINTERMANN , a Notary Public in and for said County and State, the within named ROBERT H.HARVEY ONE OF THE BARGAINORS,

~~the bargainor~~ , with whom I am personally acquainted, and who acknowledged that HE 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 , 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. SAN FRANCISCO, CALIFORNIA

Witness my hand and official seal at ~~Nashville, Tennessee~~, this 24TH day of JANUARY 1946.

My commission expires JAN 3 1947 (Seal) JEAN M. WINTERMANN Notary Public.

NOTARY PUBLIC
IN AND FOR THE CITY AND COUNTY OF SAN FRANCISCO
STATE OF CALIFORNIA - MY COM EXPIRES JAN. 3, 1947

U.S.R.S.$3.30
REC'D FEB 4, 1946 AT 3:51 P.M.
C

NUMBER 47786
RECORDED FEB. 6, 1946

W. C. MONCRIEF & CO INC AND W. A. MYERS ET UX
TO MRS. GRACE SMITH BURNETT

INSTALLMENT DEED

Book No. 1312

FOR AND IN CONSIDERATION of the sum of SEVENTY-FOUR HUNDRED AND NO/100 $7,400.00 DOLLARS of which THIRTY-FIVE HUNDRED AND NO/100 $3,500.00 DOLLARS has been paid in cash by MRS. GRACE SMITH BURNETT , the receipt of which is hereby acknowledged, and for the remainder OF THIRTY-NINE HUNDRED AND NO/100 $3,900.00 DOLLARS the said MRS. GRACE SMITH BURNETT HAS EXECUTED EIGHT PROMISSORY NOTES OF EVEN DATE HEREWITH, THE FIRST SEVEN OF WHICH ARE IN THE SUM OF $500.00 EACH AND THE LAST OR EIGHTH NOTE IS IN THE SUM OF $400.00, ALL PAYABLE TO THE ORDER OF THE GRANTORS HEREIN, THE FIRST OF WHICH NOTES MATURES ON OR BEFORE ONE YEAR AFTER DATE AND ONE EACH SUCCEEDING YEAR THEREAFTER UNTIL ALL MATURE, AND THE GRANTEE HAS ALSO EXECUTED EIGHT INTEREST NOTES, THE FIRST OF WHICH IS IN THE SUM OF $195.00 AND EACH SUCCEEDING NOTE DECREASES $25.00 IN AMOUNT, THE LAST OF SAID INTEREST NOTES BEING IN THE SUM OF $20.00, THE FIRST OF WHICH INTEREST NOTES MATURES ONE YEAR AFTER DATE AND ONE EACH SUCCEEDING YEAR THEREAFTER UNTIL ALL MATURE. THE GRANTEE ASSUMES AND AGREES TO PAY THE 1946 STATE AND COUNTY TAXES:

(*) STATE OF TENNESSEE, COUNTY OF DAVIDSON.
BEFORE ME, GEO. T. SAIN, A NOTARY PUBLIC IN AND FOR THE STATE AND COUNTY AFORESAID, PERSONALLY APPEARED W. C. MONCRIEF, WITH WHOM I AM PERSONALLY ACQUAINTED, AND WHO, UPON OATH ACKNOWLEDGED HIMSELF TO BE THE PRESIDENT OF W. C. MONCRIEF & COMPANY, INC. THE WITHIN NAMED BARGAINOR, A CORPORATION, AND THAT HE AS SUCH PRESIDENT, BEING AUTHORIZED SO TO DO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED, BY SIGNING THE NAME OF THE CORPORATION BY HIMSELF AS PRESIDENT.
WITNESS MY HAND AND OFFICIAL SEAL AT OFFICE IN GOODLETTSVILLE THIS 29TH DAY OF JANUARY, 1946.
(SEAL) GEO. T. SAIN, NOTARY PUBLIC.

MY COMMISSION EXPIRES JULY 10, 1947.

I declare that I am the true and lawful holder of the claim secured by the instr within recorded and hereby acknowledge full satisfaction and discharge of th to secure the same in full this 3 day of March 1954

Attest: T B Wilson DEPUTY REGISTER J. H. Garrett

~~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 W. C. MONCRIEF & COMPANY INC., A TENNESSEE CORPORATION, AND W. A. MYERS AND WIFE, MARY CLARKE MYERS

have this day bargained and sold, and do hereby transfer and convey, unto the said MRS. GRACE SMITH BURNETT, THEIR heirs and assigns, certain real estate in Davidson County, Tennessee, as follows: BEGINNING AT A POINT S. 55 DEG. W. 30 POLES FROM A LOCUST ON THE SOUTH SIDE OF THE ROAD, A CORNER TO THE JOHNSON 2-ACRE TRACT ON THE APPLE LINE; THENCE N. 30 DEG. W. 12.8 POLES TO A POST, CORNER TO SAID JOHNSON: THENCE N. 55 DEG. E. 25 POLES TO A POST; THENCE S. 29 DEG. E. 7.2 POLES TO A POST, CORNER TO JOHNSON; THENCE N. 34 DEG. E. 5.2 POLES TO A POINT IN THE ROAD, 92 FEET FROM A LOCUST TREE, THE ORIGINAL BEGINNING CORNER OF THE PADGETT LAND; THENCE N. 34 DEG. W. 33.4 POLES; THENCE N. 30 DEG. W. 18 POLES TO A POINT IN THE ROAD WITH AN IRON PIN AS A MARKER ON THE WEST SIDE OF THE ROAD; THENCE S. 74 DEG. W. 24 POLES TO A STAKE; THENCE N. 17 DEG. W. 10.5 POLES TO AN IRON STAKE A CORNER IN ERNEST DILLEHAY'S LINE; THENCE N. 87 DEG. W. 130.3 POLES TO A STONE ON TOP OF THE RIDGE, CORNER TO MRS. LOKEY IN THE SMILEY HEIRS' LINE; THENCE S. 9 DEG. E. 17.5 POLES TO A STAKE; THENCE S. 23 DEG. E. 9 POLES TO A STAKE; THENCE S. 21 DEG. E. 8.5 POLES, TO A STAKE; THENCE S. 6½ DEG. E. 6.4 POLES TO A STAKE; THENCE S. 164 DEG. E. 24 POLES TO A GATE POST IN THE RIDGE ROAD, CORNER TO MRS. LOKEY; THENCE S. 83 DEG. W. 16.7 POLES TO A POINT IN ROAD, CORNER TO W. C. MONCRIEF; THENCE WITH A WIRE FENCE AS FOLLOWS; S. 40 DEG. W. 6 POLES; S. 22 DEG. W. 4 POLES; S. 11 DEG. E. 16 POLES; S. 20 DEG. E. 12 POLES; SOUTH 18 POLES; S. 40 DEG. E. 8 POLES; S. 49 DEG. E. 8 POLES; S. 2 DEG. E. 13 POLES; S. 19 DEG. E. 10.5 POLES; S. 54 DEG. E. 12 POLES; S. 29 DEG. E. 4 POLES; S. 37 DEG. E. 3 POLES; S. 53 DEG. W. 11.2 POLES; S. 3.3 DEG. E. 9 POLES; S. 60 DEG. W. 18.2 POLES; S. 70 DEG. W. 11 POLES TO A WALNUT TREE ON BANK OF THE BRANCH; THENCE CONTINUING WITH THE FENCE AS FOLLOWS; S. 2 DEG. E. 13.8 POLES; S. 24 DEG. W. 3.7 POLES; S. 35 DEG. W. 3 POLES; S. 49 DEG. W. 3.6 POLES; S. 4 DEG. W. 9 POLES; S. 10 DEG. W. 6 POLES; S. 5 DEG. W. 15 POLES; S. 6 POLES; S. 4 DEG. E. 8.5 POLES; S. 2 DEG. W. 3.1 POLE; S. 10 DEG. E. 6.4 POLES; S. 45 DEG. E. 12 POLES; S. 67 DEG. E. 3.2 POLES; S. 82 DEG. E. 7.5 POLES; N. 78 DEG. E. 6 POLES; E. 7.8 POLES; S. 85 DEG. E. 15 POLES; N. 79 DEG. E. 9.2 POLES; N. 82 DEG. E. 9 POLES; N. 73 DEG. E. 6 POLES; N. 64 DEG. E. 4 POLES; N. 57 DEG. E. 5.2 POLES; N. 63 DEG. E. 6 POLES; N. 42 DEG. E. 3.5 POLES; N. 35 DEG. E. 6.7 POLES; N. 31 DEG. E. 6 POLES; N. 28 DEG. E. 3 POLES; N. 11 DEG. E. 3.5 POLES TO A POINT IN THE OLD LINE, CORNER TO W. C. MONCRIEF IN APPLE'S LINE; THENCE N. 4 DEG. E. 115 POLES TO A STONE ON SOUTH SIDE OF A BRANCH; THENCE N. 61 DEG. E. 49 POLES TO AN ELM; THENCE N. 32 DEG. W. 16 POLES TO A STAKE, CORNER TO APPLE; THENCE N. 55 DEG. E. 34 POLES TO THE BEGINNING, CONTAINING 202 ACRES ACCORDING TO A SURVEY OF J. R. SCOTT, SURVEYOR, MADE JANUARY 23, 1946, AND BEING PART OF THE SAME PROPERTY CONVEYED TO W. C. MONCRIEF & CO., INC., AND W. A. MYERS BY DEED OF RECORD IN BOOK , PAGE , R. O. D. C., TENNESSEE. GRANTORS RESERVE A RIGHT-OF-WAY UPON THE ABOVE DESCRIBED PROPERTY FOR THE PURPOSE OF INGRESS AND EGRESS TO THE REMAINING ACREAGE OWNED BY THE GRANTORS.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said MRS. GRACE SMITH BURNETT, 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 AND ASSIGNS / MRS. GRACE SMITH BURNETT, HER heirs and representatives, to warrant and forever defend the title to said real estate to said 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 WE , the said MRS. GRACE SMITH BURNETT AND HUSBAND JOE BURNETT do hereby transfer and convey unto W. C. MONCRIEF , 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.