WE [illegible] do hereby covenant

keep the buildings now on, or to be hereafter erected on said property, insured in some reliable fire insurance company or companies for

the sum of $ 3000.00 until the notes herein secured are fully paid, and to have the [illegible]

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 [illegible]

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

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

therein, the same to bear interest from the date of such payment.

Now, if WE, the said L. C. PRIMM AND WIFE DOROTHY S. PRIMM 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 the

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 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, and

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 L. C. PRIMM AND WIFE DOROTHY S. PRIMM,
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 trust 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 [illegible] County, Tennessee, and the title herein conveyed to E. P. GREENE, 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 or relation to his trusteeship.

In Witness Whereof, We, the said DAVE W. GADDIS AND WIFE MARIE B. GADDIS

and L. C. PRIMM AND WIFE DOROTHY S. PRIMM, hereunto set our hands

at NASHVILLE, Tennessee, this the 13TH day of NOVEMBER, 1945.

DAVE W. GADDIS
MARIE B. GADDIS

L. C. PRIMM
DOROTHY S. PRIMM

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, E. P. GREENE, a Notary Public in and for said County and State, the within named DAVE W. GADDIS AND WIFE MARIE B. GADDIS AND L. C. PRIMM AND WIFE DOROTHY S. PRIMM the bargainors, with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

~~XXXXX~~
X
having appeared before me privately and apart from husband, the said
X
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 14 day of NOVEMBER 1945

My commission expires OCT. 7, 1947

(Seal) E. P. GREENE
Notary Public.

RECEIVED NOV. 20, 1945 AT 3:07 P.M. - USRS $2.75 - DG

INSTALLMENT DEED

Deed No. 1886

THIS INDENTURE MADE AND ENTERED INTO THIS THE [illegible] DAY OF [illegible] BY AND BETWEEN [illegible] PARTY OF THE FIRST PART, AND [illegible] PARTY OF THE SECOND PART, WITNESSETH: THAT WHEREAS THE SAID PARTY OF THE FIRST PART HAS EXECUTED ONE PROMISSORY NOTE OF EVEN DATE IN THE AMOUNT OF $3000.00, PAYABLE TO W. P. DUNN AND WIFE, MATTIE DUNN, AND BEARING INTEREST AT THE RATE OF SIX PER CENT PER ANNUM UNTIL PAID. SAID NOTE IS PAYABLE IN MONTHLY INSTALLMENTS OF $100.00 EACH, WHICH AMOUNT INCLUDES BOTH PRINCIPAL AND INTEREST, BEGINNING THE 15TH DAY OF DECEMBER, 1945 AND A LIKE AMOUNT ON EACH SUCCEEDING MONTH THEREAFTER UNTIL FULLY PAID. PRIVILEGE IS RESERVED OF PAYING ANY NUMBER OF SAID PAYMENTS OR THE NOTE MAY BE PAID IN FULL ON ANY DUE DATE. SEVERAL NOTICE AND PROTEST ARE EXPRESSLY WAIVED AND IF NOT PAID IN FULL AT THE TIME AND IN THE MANNER ABOVE SPECIFIED, THEN ALL PRINCIPAL AND ACCRUED INTEREST SHALL AT THE OPTION OF THE LEGAL HOLDER HEREOF, BECOME AT ONCE DUE AND PAYABLE WITH OUT NOTICE, AND IN THE EVENT OF SUIT HE WILL PAY ALL EXPENSES AND COSTS, INCLUDING REASONABLE ATTORNEY'S FEES INCIDENT TO COLLECTION.

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 fees, a lien is expressly retained on the land herein conveyed. W. P. DUNN AND WIFE MATTIE DUNN have this day furnished and sold, and do hereby transfer and convey unto B. W. SOUTHGATE AND WIFE ANNIE MAE SOUTHGATE, THEIR heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

LYING IN DAVIDSON COUNTY, TENNESSEE, BEING PART OF LOT NO. 18 ON THE MAP SHOWING SUBDIVISION OF LOTS NOS. 1 AND 2, 55 TO BE INCLUSIVE AND LOT NO. 18 EXCLUSIVE ON THE PLAN OF MAYNOR PLACE, AS OF RECORD IN BOOK 340, PAGE 31, REGISTER'S OFFICE FOR SAID COUNTY, DESCRIBED AS FOLLOWS: BEGINNING AT THE WEST OR MARGIN OF THE NOLENSVILLE PIKE AT A POINT 7 FEET NORTH OF THE CORNER OF LOTS NOS. 17 AND 18; THENCE WITH SAID PIKE, NORTHWARDLY 75 FEET TO THE SOUTHEAST CORNER OF PROPERTY CONVEYED TO W. H. RICHARDSON BY DEED FROM T. V. ELLIS AND WIFE, OF RECORD IN BOOK 1196, PAGE 371, THE REGISTER'S OFFICE; THENCE WITH THE RICHARDSON'S SOUTHERLY LINE, WESTWARDLY 90 FEET; THENCE SOUTHWARDLY 75 FEET; THENCE EASTWARDLY 90 FEET TO THE BEGINNING. BEING PART OF THE PROPERTY CONVEYED TO W. P. DUNN BY DEED FROM F. M. LOFTIN AND WIFE, OF RECORD IN BOOK 1178, PAGE 166, SAID REGISTER'S OFFICE.

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 4 day of Jan. 1950.

Attest: J. B. Wilson
DEPUTY REGISTER

W. P. Dunn

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said B. W. SOUTHGATE AND WIFE ANNIE MAE SOUTHGATE, 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 B. W. SOUTHGATE AND WIFE, ANNIE MAE SOUTHGATE, 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 B. W. SOUTHGATE AND WIFE ANNIE MAE SOUTHGATE, do hereby transfer and convey unto [illegible], 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.