ODESSA L. JENNETTE

WE, the said MARVIN LORENE LEHMAN AND ERNEST CLAY JENNETTE AND WIFE, 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 $ 5,500.00 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 MARVIN LORENE LEHMAN AND ERNEST CLAY JENNETTE AND WIFE, ODESSA L. JENNETTE, 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 MARVIN LORENE LEHMAN AND ERNEST CLAY JENNETTE AND WIFE, ODESSA L. JENNETTE THEIR 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 W. HOWARD FISH, Trustee, shall be vested in said successor.

[redacted]

In Witness Whereof, We, the said JAMES ENLOE FLY AND WIFE, GEORGIA M. FLY

and MARVIN LORENE LEHMAN AND ERNEST CLAY JENNETTE AND WIFE, ODESSA L. JENNETTE, hereunto set our hands at NASHVILLE, Tennessee, this the 12TH day of APRIL, 19 46

JAMES ENLOE FLY
GEORGIA M. FLY
MARVIN LORENE LEHMAN
ERNEST C. JENNETTE
ODESSA L. JENNETTE

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, GRACE DAWSON, a Notary Public in and for said County and State, the within named JAMES ENLOE FLY AND WIFE, GEORGIA M. FLY AND MARVIN LORENE LEHMAN AND ERNEST CLAY JENNETTE AND WIFE, ODESSA L. JENNETTE the bargainor S, with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And XXXXX XXXXX, of the said having appeared before me privately apart from husband, the said XXXXX XXXXX, 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. XXXX

Witness my hand and official seal at Nashville, Tennessee, this 13TH day of APRIL, 19 46.

My commission expires OCT. 13, 1947

(Seal) GRACE DAWSON
Notary Public

U.S.R.S. $8.25
RECEIVED APRIL 15, 1946 AT 11:11AM MDH

NUMBER 55283 RECORDED APRIL 16, 1946

E. O. MARTIN ET UX--------TO--------J. W. SETTLE ET UX

INSTALLMENT DEED

Book No. 1391

FOR AND IN CONSIDERATION of the sum of ONE THOUSAND TWO HUNDRED FIFTY ($1,250.00) AND NO/100 DOLLARS of which SEVEN HUNDRED ($700.00) AND NO/100 DOLLARS has been paid in cash by J. W. SETTLE AND WIFE, ALTA SETTLE, the receipt of which is hereby acknowledged, and for the remainder FIVE HUNDRED FIFTY ($550.00) AND NO/100 DOLLARS the said J. W. SETTLE AND WIFE, ALTA SETTLE HAVE EXECUTED THEIR 28 JOINT PROMISSORY NOTES, OF EVEN DATE HEREWITH, THE FIRST 27 BEING FOR $20.00 EACH, AND ONE THE 28TH NOTE BEING FOR $10.00 THE FIRST NOTE FALLING DUE MAY 12, 1946, AND MONTHLY THEREAFTER, AND ARE PAYABLE TO THE ORDER OF E. O. MARTIN AND WIFE, MARY MARTIN,

I declare that I am the [illegible] lawful holder of the claim secured by the instrument within recorded, and have received [illegible] satisfaction thereof and discharge of the lien to secure the same in full. This [illegible] day of [illegible] 1946

Attest: P. Vinson, DEPUTY REGISTER — Edgar Wade

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

WE, E. O. MARTIN AND WIFE, MARY MARTIN

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

J. W. SETTLE AND WIFE, ALTA SETTLE, THEIR heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

BEING LOTS NOS. 9 AND 10 ON THE PLAN OF THE RESUBDIVISION OF LOTS NOS. 1 TO 8 OF BLOCK NO. 2 IN G. T. SHEEGOG'S SUBDIVISION, NOT OF RECORD, DESCRIBED AS FOLLOWS:
BEGINNING IN THE CENTER OF ASYLUM ROAD AT A POINT 348 FEET NORTHEAST OF THE CENTER LINE OF OLD HYDE'S FERRY PIKE, SAID POINT BEING THE CORNER OF LOTS NOS. 10 AND 11; THENCE WITH THE LINE BETWEEN SAID TWO LOTS SOUTHEASTWARDLY 250 FEET, MORE OR LESS, TO THE SOUTHEASTERLY LINE OF SAID SUBDIVISION; THENCE WITH SAID LINE NORTHEASTWARDLY 100 FEET TO THE CORNER OF LOTS NOS. 8 AND 9; THENCE WITH THE LINE BETWEEN SAID TWO LOTS NORTHWESTWARDLY 250 FEET, MORE OR LESS, TO THE CENTER OF ASYLUM ROAD; THENCE WITH THE CENTER OF SAID ROAD, SOUTHWESTWARDLY 100 FEET TO THE BEGINNING.

BEING THE SAME PROPERTY CONVEYED TO E. O. MARTIN AND WIFE, MARY MARTIN BY DEED FROM OTTO HACKEBEIL AND WIFE, OF RECORD IN BOOK 1278, PAGE 56, REGISTER'S OFFICE FOR SAID COUNTY.
TAXES FOR 1946, ASSUMED BY PURCHASERS.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said J. W. SETTLE AND WIFE, ALTA SETTLE, 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 J. W. SETTLE AND WIFE ALTA SETTLE 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 J. W. SETTLE AND WIFE, ALTA SETTLE 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.