I , the said BERTHA BAILEY GASS, UNMARRIED , 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 $ 4000.00 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.

I 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 I 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 I , the said BERTHA BAILEY GASS, UNMARRIED , 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 I 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, I 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.

I 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. I 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 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 D. E. MALLERNEE, 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 in relation to his trusteeship.

In Witness Whereof, We, the said HAROLD PENNINGTON AND WIFE, SARAH F.PENNINGTON, and BERTHA BAILEY GASS, UNMARRIED. , hereunto set our hands ~~at~~ ~~Tennessee,~~ this the 9TH day of MAY , 19 46

HAROLD PENNINGTON
SARAH F.PENNINGTON
BERTHA BAILEY GASS,

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, LOUISE L. RYE , a Notary Public in and for said County and State, the within named HAROLD PENNINGTON AND WIFE,SARAH F.PENNINGTON AND BERTHA BAILEY GASS,UNMARRIED 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 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 X said husband , and for the purposes therein expressed.

Witness my hand and official seal at Nashville, Tennessee, this 10TH day of MAY , 19 46.

My commission expires JANUARY 22,1949 (Seal) LOUISE L.RYE Notary Public

U.S.R.S.$ 4.95

RECEIVED MAY 18,1946 AT 11;46 A.M.
A.C.

NUMBER 59084 RECORDED MAY 20,1946

G.W. JARRETT TO E.Q. HUDGINS AND WIFE,LUCILLE HUDGINS.

INSTALLMENT DEED

Book No. 1391

FOR AND IN CONSIDERATION of the sum of SIX THOUSAND FIVE HUNDRED AND NO/100** ($6.500.00) DOLLARS of which THREE THOUSAND AND NO/100****** DOLLARS has been paid in cash by E. Q. HUDGINS AND WIFE, LUCILLE HUDGINS , the receipt of which is hereby acknowledged, and for the remainder THIRTY-FIVE HUNDRED AND NO/100****** DOLLARS the said E. Q. HUDGINS AND WIFE, LUCILLE HUDGINS, HAVE GIVEN SEVEN NOTES OF $500.00 EACH TO SECURE THE REMAINING BALANCE; THE FIRST ONE FALLING DUE ON MAY 6,1947 THE OTHERS FALLING DUE CONSECUTIVELY.

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 18 day of July 1953

Attest: J. P. Wilson DEPUTY REGISTER G W Jarrett

all of said notes bearing FIVE per cent interest from MATURITY, 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. I, G. W. JARRETT have this day bargained and sold, and do hereby transfer and convey, unto the said E.Q. HUDGINS AND WIFE, LUCILLE HUDGINS, THEIR heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

A TRACT OF LAND IN THE 10TH, FORMERLY THE 20TH,CIVIL DISTRICT OF DAVIDSON COUNTY,TENNESSEE, DESCRIBED PARTLY ACCORDING TO SURVEYS MADE OCTOBER 25,1937 AND JULY 1,1938, BY BLANCHARD AND PARRISH,SURVEYORS, AS FOLLOWS;
BEGINNING AT AN IRON PIN IN THE CENTER OF TINNIN ROAD ON THE WESTERN BOUNDARY LINE OF THE OLD J.B.CARROLL TRACT, THE NORTHWEST CORNER OF A TRACT OF LAND CONVEYED TO CALLIE DOWNING BY DEED FROM BRANSFORD REALTY COMPANY, OF RECORD IN BOOK 1066,PAGE 211,REGISTER'S OFFICE FOR SAID COUNTY THENCE NORTH 1° 45' WEST, WITH THE CENTER OF THE SAID ROAD, 1133.70 FEET, MORE OR LESS, TO A STAKE IN THE SOUTHERN BOUNDARY LINE OF THE OLD TINNIN TRACT OF LAND, BEING THE NORTHWEST CORNER OF A SMALL STRIP OF LAND CONVEYED TO DAVID SMILEY,JR. BY DEED FROM F.P. BRIDGES,OF RECORD IN BOOK 29,PAGE 306,REGISTER'S OFFICE; THENCE NORTH 89° EAST,WITH SAID OLD TINNIN LINE AND PARTLY WITH THE NORTHERLY MARGIN OF SAID TINNIN ROAD, 905.50 FEET TO A STAKE;THENCE SOUTHERLY 41.30 FEET TO A STAKE IN THE NORTHERN BOUNDARY LINE OF THE OLD WILLIAMSON TRACT OF LAND THENCE SOUTH 83° 10' EAST,WITH SAID LINE, 186.50 FEET, MORE OR LESS, TO A POINT ON THE SOUTHERLY MARGIN OF SAID ROAD, FORMERLY J.N.CROSSWY'S NORTHWEST CORNER, BEING THE NORTHEAST CORNER OF SAID WILLIAMSON TRACT;THENCE SOUTH 17° 40' EAST 825 FEET TO A PLANTED STONE OR FENCE CORNER OF THE OLD J.B. CARROLL TRACT AND THE WILLIAMSON TRACT AND THE NORTHEAST CORNER OF THE OLD STEPHEN C.BOWERS TRACT OF LAND; THENCE SOUTH 48° 45' WEST, WITH SAID BOWERS' SOUTHEASTERN BOUNDARY LINE 358.99 FEET, MORE OR LESS, TO AN IRON PIN, THE SAID CALLIE DOWNING'S NORTHEAST CORNER;AND THENCE SOUTH 87° 30' WEST, WITH HER NORTHERN BOUNDARY LINE, 1027 FEET, MORE OR LESS TO THE BEGINNING,CONTAINING 31 ACRES, MORE OR LESS.
BEING THE SAME PROPERTY CONVEYED TO G.W.JARRETT AND WIFE,OLLIE MAI JARRETT,BY DEED FROM LIDA BAKER CORMANY AND HUSBAND, OF RECORD IN BOOK 1191,PAGE 3,SAID REGISTER'S OFFICE,THE SAID OLLIE MAI JARRETT HAVING SINCE DIED.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said E.Q. HUDGINS AND WIFE, LUCILLE HUDGINS, THEIR heirs and assigns, forever, I covenant that I AM lawfully seized and possessed of said real estate in fee simple, have good right to convey it, and that the same is unencumbered.

I further covenant and bind MYSELF, MY heirs and representatives, to warrant and forever defend the title to said real estate to said E. Q. HUDGINS AND WIFE,LUCILLE HUDGINS 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 E.Q. HUDGINS AND WIFE,LUCILLE HUDGINS. do hereby transfer and convey unto L.C.ANDERSON , 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.