WE , the said E. R. GILL AND WIFE EDNA RAINEY GILL , 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 $ <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 E. R. GILL AND WIFE EDNA RAINEY GILL , 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 E. R. GILL AND WIFE EDNA RAINEY GILL, 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 R. L. WILKINSON , 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 LOTTA LEE HAYS

and E. R. GILL AND WIFE EDNA RAINEY GILL , hereunto set our hands

at ~~, Tennessee,~~ this the 1ST day of JULY , 1946

LOTTA LEE HAYS

E. R. GILL
EDNA RAINEY GILL

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, EVA W. AMOS , a Notary Public in and for said County and State, the within named LOTTA LEE HAYS AND E. R. GILL AND WIFE EDNA RAINEY GILL

the bargainors , with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

~~Wife~~ X , of the said X 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 said husband , and for the purposes therein expressed.

Witness my hand and official seal at Nashville, Tennessee, this 13TH day of JULY , 1946 .

My commission expires APRIL 6, 1947 (Seal) EVA W. AMOS
Notary Public

RECEIVED JULY 15, 1946 AT 8:27 A.M. - USRS $3.30 - DG

NUMBER 64993 RECORDED JULY 15, 1946

J. T. MORTON, ET UX -TO- J. M. BECK, ET UX



# INSTALLMENT DEED

Book No. 1392

FOR AND IN CONSIDERATION of the sum of TWELVE THOUSAND & NO/100 ($12,000.00) DOLLARS

of which SIX THOUSAND AND NO/100 ($6,000.00) DOLLARS has been paid in cash by

J. M. BECK AND WIFE MARY G. BECK , the receipt of which is hereby acknowledged, and for the remainder

SIX THOUSAND & NO/100 ($6,000.00) DOLLARS

the said J. M. BECK AND WIFE MARY G. BECK HAVE EXECUTED THEIR THREE JOINT PROMISSORY NOTES, BEARING EVEN DATE HEREWITH, PAYABLE TO THE ORDER OF J. T. MORTON AND WIFE MATTIE G. MORTON, ONE FOR $1,000.00 DUE ON OR BEFORE JULY 15, 1947, AND ONE FOR $1,000.00 DUE ON OR BEFORE JULY 15, 1948, AND ONE FOR $4,000.00 DUE ON OR BEFORE JULY 15, 1949. ALL BEARING INTEREST AT 4% PER ANNUM. PAYABLE ANNUALLY,

I [illegible] that [illegible] secured by the instrument within [illegible] and discharge of the lien to secure the same is [illegible] 12, aug 47,

Attest: J. P. Wilson DEPUTY REGISTER

J T Morton
Mattie G Morton

~~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, J. T. MORTON AND WIFE MATTIE G. MORTON,

have this day bargained and sold, and do hereby transfer and convey, unto the said J. M. BECK AND WIFE MARY G. BECK,

THEIR heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

A TRACT OF LAND IN THE 11TH, FORMERLY 19TH, CIVIL DISTRICT OF DAVIDSON COUNTY, TENN., DESCRIBED ACCORDING TO A COPY OF A SURVEY THEREOF MADE MAY 1, 1946, BY Z. J. WILKINSON, SURVEYOR AS FOLLOWS:
BEGINNING AT A POINT IN THE CENTER LINE OF NEELEY'S BEND ROAD AT A SPIKE IN A CULVERT OVER A BRANCH AT THE NORTHEAST CORNER OF THIS TRACT, BEING NEELEY'S SOUTHEAST CORNER; THENCE DOWN SAID BRANCH, ALONG NEELEY'S SOUTH LINE, S. 84°30' W. 464 FEET TO A STAKE ON THE NORTH BANK OF SAID BRANCH, AND CONTINUING WITH NEELEY'S LINE ALONG A FENCE LINE, S. 82°45' W. 1254 FEET TO A 28-INCH BOX ELDER NEAR A BRANCH IN A FENCE LINE; THENCE ALONG SAID FENCE S. 17°15' W. 296 FEET TO A 24-INCH BOX ELDER; THENCE S. 10° 45' W. 223 FEET TO A FENCE CORNER; AND CONTINUING WITH SAID FENCE S. 81° W. 1140 FT. PASSING A STAKE TO THE WATERS EDGE OF THE CUMBERLAND RIVER; THENCE UP SAID RIVER S. 8°15' E. 1100 FEET TO A POINT; THENCE N. 89° E. 400 FEET TO A STAKE IN A BRANCH; THENCE N. 73° E. 200 FEET TO A STAKE; THENCE N. 68° EAST 200 FEET TO AN IRON PIN IN THE ROOT OF A TAIN WALNUT; THENCE N. 75-1/4° E. 703 FEET TO A STAKE OR FENCE POST IN OLD FENCE LINE; THENCE WITH SAID FENCE S. 44° E. 10 FEET TO A FENCE POST; THENCE S. 88° E. 400 FEET TO A STAKE; THENCE S. 81°30' E. 175 FEET TO A STAKE ON THE BANK OF A BRANCH; THENCE CROSSING SAID BRANCH N. 63°30' E. 25 FEET TO A STAKE ON THE BANK OF SAID BRANCH; THENCE N. 89° E. 310 FEET TO A 14-INCH CEDAR TREE; THENCE N. 76° E. 691.6 FEET TO A SPIKE IN THE CENTER LINE OF NEELEY'S BEND ROAD; THENCE WITH THE CENTER LINE OF THE SAME N. 8°30' W. 900 FEET, N. 1° W. 300 FEET, N. 10° 30' E. 275 FT., N. 42° W. 120 FEET TO THE BEGINNING, CONTAINING 108.19 ACRES.
BEING PROPERTY CONVEYED TO J. T. MORTON AND WIFE MATTIE G. MORTON BY TWO DEEDS, ONE FROM MRS. THOMAS E. WOODARD, GUARDIAN, OF RECORD IN BOOK 840, PAGE 40, AND THE OTHER FROM MRS. CARRIE B. LONG, ET AL, OF RECORD IN BOOK 840, PAGE 42, REGISTER'S OFFICE FOR SAID COUNTY.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said J. M. BECK AND WIFE MARY G. BECK, 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.
EXCEPT AS AFORESAID AND BY TAXES FOR 1946, WHICH HAVE BEEN PRORATED AND ASSUMED BY THE GRANTEES HEREIN. WE further covenant and bind

OURSELVES, OUR heirs and representatives, to warrant and forever defend the title to said real estate to said J. M. BECK AND WIFE, MARY G. BECK, 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. M. BECK AND WIFE MARY G. BECK

do hereby transfer and convey unto -------- , 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.