No. 60434 L. D. Brew et al to/Deed Tr. Nashville Tr. Co.

This Indenture Witnesseth, that for and in consideration of five dollars ($5.00) to us paid, the receipt of which is acknowledged, and the other consideration hereinafter mentioned, we, Lillian D. Brew and husband James Brew have this day bargained and sold, and do hereby transfer and convey to SAM H. ORR, General Manager, and successors in office, of the NASHVILLE TRUST COMPANY, a corporation organized under the laws of the State of Tennessee, certain property, with all improvements, fixtures and appurtenances, situated in Davidson County, Tennessee described as follows, viz.:

Being the Westerly 45 feet of lot No. 71, in Barrow's Addition to Edgefield, now East Nashville, Tenn., a plan of which is of record in Plan Book No. 1, page 13, Chancery Court, at Nashville, Said Westerly part of lot No. 71, fronts 45 feet on the Southerly side of Russell Street; and runs back, between parallel lines, 170 feet to an alley; being the same property conveyed to Lillian Davidson Brew, by deed of record in Book No. 329, page 247 of the Register's Office of Davidson County, Tennessee.

The entire debt secured herein having been paid in full to us, the lawful owners and holders thereof, we hereby release the lien on the within described property held to secure the payment of said debt. This 24th day of Jan. 1923

Attest: Mathews Smith & Co
M. L. Thompson Deputy Reg.

To Have and to Hold to the said SAM H. ORR, General Manager, and successors in office, of the NASHVILLE TRUST COMPANY, and assigns, forever, in fee simple;

We covenant that we are lawfully seized of said property, have a good right to convey it, and that the same is unincumbered.

We further covenant and bind ourselves, our heirs and representatives, to warrant and defend the title thereto, and every part thereof, to said SAM H. ORR, General Manager, and successors in office, of the NASHVILLE TRUST COMPANY, and assigns, against the lawful claim of all persons.

THE PURPOSE OF THIS CONVEYANCE IS AS FOLLOWS:

The said Lillian D. Brew and husband, James Brew are indebted to the NASHVILLE TRUST COMPANY as follows:

In the sum of Two-thousand five hundred and no/100 ($2,500.00) Dollars, evidenced by our note of even date herewith, due three years from date; and in the further sum of Four hundred, fifty and no/100 ($450.00) Dollars, evidenced by six promissory notes of even date herewith, in the sum of Seventy-five and no/100 ($75.00) Dollars, each, due, six, twelve, eighteen, twenty-four, thirty, and thirty six months after date, and are for the interest on the first mentioned note.

We desire to secure and make certain the payment of said debt, and of any and all renewals of notes given therefor.

Now, Therefore, we, Lillian D. Brew and husband James Brew agree and bind ourselves, that so long as any part of the debt aforesaid shall remain unpaid we

Will pay all taxes and assessments against said property promptly when due.

Will insure the buildings on said property for not less than $2,500.00 against fire, and $ ____ against storm, in some insurance company, or companies, which insurance and all renewals thereof are to be placed by the NASHVILLE TRUST COMPANY, and to have said policies made payable to it as further security for said debt.

Will protect the improvements upon said property by proper repairs, and maintain them in good repair and condition.

Will pay such expenses and fees as may become necessary or be incurred in the protection of the property, and the maintenance and execution of this trust.

Will not do, permit or suffer any act or thing whatever, whereby the security herein conveyed might or could be impaired.

The trustee may, at his discretion, advance and pay such sums as may be proper to satisfy taxes, maintain insurance and repairs, and protect and preserve the property, and such amounts so paid, with interest thereon, shall be held and treated and paid as part of the expenses of administering this trust.

If said Lillian D. Brew and husband James Brew shall pay and discharge said obligations and interest, and shall pay such sums as shall be necessary to discharge taxes and maintain insurance and repairs and the costs, fees and expense of making, enforcing and executing this trust, when they shall be severally due and payable, then this conveyance shall become void, and the legal title to the said property shall vest in said Lillian D. Brew and

But if we shall fail to pay said debt, or any installment of interest thereon, or fail to pay any sum necessary to satisfy and discharge taxes, or to maintain insurance or repairs, or the necessary expense of protecting the property and executing this trust, and such default shall continue for ten days after demand made by the trustee for said amounts, or any of them, then the debts herein secured shall, at the option of the owner thereof, become immediately due and payable, principal and interest, and said SAM H. ORR, General Manager, and successors in office, of the NASHVILLE TRUST COMPANY, is hereby authorized and empowered to enter and take possession of said property, and before or after entry to advertise the sale of said property for thirty days, by weekly notices in some newspaper published in Nashville, Tennessee, and sell the same for cash to the highest bidder, free from the equity of redemption, homestead dower, and all other exemptions, all of which are hereby expressly waived, and said SAM H. ORR, General Manager, and successors in office, of the NASHVILLE TRUST COMPANY, shall execute a conveyance to the purchaser in fee simple, and deliver possession to the purchaser, which we bind ourselves shall be given without obstruction, hindrance or delay.

The Trustee, or the beneficiary under this Deed of Trust, may bid and become the purchaser at any sale under this conveyance.

The proceeds of any sale shall be applied as follows:

First—To pay the expenses of making, maintaining and executing this trust, and protecting the property, including the expenses of any litigation and lawyers' fees, and the usual commission to the Trustee.

Second—To pay the debts and obligations herein secured or intended so to be.

Third—To pay the surplus to Lillian D. Brew and husband James Brew. or order.

Until default shall be made in the payment of any of the sums herein secured, or intended so to be, or in the performance of the agreements or obligations herein contained, Lillian D. Brew and husband James Brew, shall retain possession, use, and enjoyment of said premises and property.

In Witness Whereof, we have hereunto signed our names, this 6th day of June, 1914.

Lillian D. Brew
Jama Brew, Jr.

SAM H. ORR, General Manager, for himself and successors in office, of the NASHVILLE TRUST COMPANY, accepts and agrees to execute the foregoing trust.

STATE OF TENNESSEE, Davidson County.

Personally appeared before me, E. B. Walton, Notary Public in and for said County and State, the within named Lillian D. Brew, and husband, James Brew, the bargainors, with whom I am personally acquainted, and who acknowledged that they executed the within or foregoing instrument for the purposes therein contained. And Lillian D. Brew, wife of the said James Brew, having personally appeared before me, privately and apart from her husband, the said Lillian D. Brew acknowledged the execution of said instrument to have been done by her freely, voluntarily, and understandingly, without compulsion or constraint from her said husband, and for the purposes therein expressed.

[SEAL]

Witness my hand and official seal, at Nashville, Tennessee, this 6th day of June, 1914.

(Seal) E. B. Walton, Notary Public.

Received June 8, 1914 at 10 :52 A. M.

Recorded June 15, 1914.

No. 60757 L. K. Dakin et al to/Deed Tr. Nashville Tr. Co.

This Indenture Witnesseth, that for and in consideration of five dollars ($5.00) to us paid, the receipt of which is acknowledged, and the other consideration hereinafter mentioned, Lillian Kathleen Dakin and husband, E. B. Dakin have this day bargained and sold, and do hereby transfer and convey to SAM H. ORR, General Manager, and successors in office, of the NASHVILLE TRUST COMPANY, a corporation organized under the laws of the State of Tennessee, certain property, with all improvements, fixtures and appurtenances, situated in Davidson County, Tennessee described as follows, viz.:

Lot #7 in the Belmont Land Company's Subdivision of lot #23 in O. B. Hayes' Addition to Nashville, Tennessee, the plan of which Sub-division is recorded in Book #204, page 207 of the Register's Office for Davidson County. Said Lot #7 fronts 50 feet on the West side of 16th Avenue, South, formerly Belmont Avenue; and extends back Westerly, between parallel lines, 153¼ feet to an alley.

The entire debt secured herein having been paid in full to us, the lawful owners and holders thereof, we hereby release the lien on the within described property held to secure the payment of said debt. This 24th day of Jan. 1923

Attest: Mathews Smith & Co
M. L. Thompson Deputy Reg.

To Have and to Hold to the said SAM H. ORR, General Manager, and successors in office, of the NASHVILLE TRUST COMPANY, and assigns, forever, in fee simple;

We covenant that we lawfully seized of said property, have a good right to convey it, and that the same is unincumbered.

We further covenant and bind ourselves, our heirs and representatives, to warrant and defend the title thereto, and every part thereof, to said SAM H. ORR, General Manager, and successors in office, of the NASHVILLE TRUST COMPANY, and assigns, against the lawful claim of all persons.

THE PURPOSE OF THIS CONVEYANCE IS AS FOLLOWS:

The said Lillian Kathleen Dakin and E. B. Dakin are indebted to the NASHVILLE TRUST COMPANY as follows: trustee for E. J. Edwards

In the sum of $2500 (Twenty five hundred dollars) evidenced by their principal note of even date herewith, due in three years from date, and in the further sum of $450.(Four hundred and Fifty dollars), interest thereon, evidenced by their six notes of even date herewith for the sum of $75 (Seventy-five dollars) each, and due in six, twelve, eighteen, twenty-four, thirty and thirty-six months. from date respectively.

We desire to secure and make certain the payment of said debt, and of any and all renewals of notes given therefor.

Now, Therefore, Lillian Kathleen Dakin & E. B. Dakin, agree and bind themselves, that so long as any part of the debt aforesaid shall remain unpaid they

Will pay all taxes and assessments against said property promptly when due.

Will insure the buildings on said property for not less than $2500.00 against fire, and $ ____ against storm, in some insurance company, or companies, which insurance and all renewals thereof are to be placed by the NASHVILLE TRUST COMPANY, and to have said policies made payable to it as further security for said debt.

Will protect the improvements upon said property by proper repairs, and maintain them in good repair and condition.

Will pay such expenses and fees as may become necessary or be incurred in the protection of the property, and the maintenance and execution of this trust.

Will not do, permit or suffer any act or thing whatever, whereby the security herein conveyed might or could be impaired.

The trustee may, at his discretion, advance and pay such sums as may be proper to satisfy taxes, maintain insurance and repairs, and protect and preserve the property, and such amounts so paid, with interest thereon, shall be held and treated and paid as part of the expenses of administering this trust.

If said Lillian Kathleen Dakin & E. B. Dakin shall pay and discharge said obligations and interest, and shall pay such sums as shall be necessary to discharge taxes and maintain insurance and repairs and the costs, fees and expense of making, enforcing and executing this trust, when they shall be severally due and payable, then this conveyance shall become void, and the legal title to the said property shall vest in said Lillian Kathleen Dakin

But if Lillian Kathleen Dakin & E. B. Dakin shall fail to pay said debt, or any installment of interest thereon, or fail to pay any sum necessary to satisfy and discharge taxes, or to maintain insurance or repairs, or the necessary expense of protecting the property and executing this trust, and such default shall continue for thirty days after demand made by the trustee for said amounts, or any of them, then the debts herein secured shall, at the option of the owner thereof, become immediately due and payable, principal and interest, and said SAM H. ORR, General Manager, and successors in office, of the NASHVILLE TRUST COMPANY, is hereby authorized and empowered to enter and take possession of said property, and before or after entry to advertise the sale of said property for thirty days, by weekly notices in some newspaper published in Nashville, Tennessee, and sell the same for cash to the highest bidder, free from the equity of redemption, homestead dower, and all other exemptions, all of which are hereby expressly waived, and said SAM H. ORR, General Manager, and successors in office, of the NASHVILLE TRUST COMPANY, shall execute a conveyance to the purchaser in fee simple, and deliver possession to the purchaser, which Lillian Kathleen Dakin & Husband bind themselves shall be given without obstruction, hindrance or delay.

The Trustee, or the beneficiary under this Deed of Trust, may bid and become the purchaser at any sale under this conveyance.

The proceeds of any sale shall be applied as follows:

First—To pay the expenses of making, maintaining and executing this trust, and protecting the property, including the expenses of any litigation and lawyers' fees, and the usual commission to the Trustee.

Second—To pay the debts and obligations herein secured or intended so to be.

Third—To pay the surplus to Lillian Kathleen and E. B. Dakin or order.

Until default shall be made in the payment of any of the sums herein secured, or intended so to be, or in the performance of the agreements or obligations herein contained, Lillian Kathleen Dakin & E. B. Dakin shall retain possession, use, and enjoyment of said premises and property.

In Witness Whereof, we have hereunto signed our names, this ____ day of June 1914.

Lillian Kathleen Dakin
E. B. Dakin

SAM H. ORR, General Manager, for himself and successors in office, of the NASHVILLE TRUST COMPANY, accepts and agrees to execute the foregoing trust.

STATE OF TENNESSEE, Davidson County.

Personally appeared before me, J. D. Andrews, Notary Public in and for said County and State, the within named E. B. Dakin and wife, Lillian Kathleen Dakin, the bargainors, with whom I am personally acquainted, and who acknowledged that they executed the within or foregoing instrument for the purposes therein contained. And Lillian Kathleen Dakin wife of the said E. B. Eakin having personally appeared before me, privately and apart from her husband, the said E. B. Dakin, she, the said Lillian Kathleen Dakin acknowledged the execution of said ____ to have been done by her freely, voluntarily, and understandingly, without compulsion or constraint from her said husband, and for the purposes therein expressed.

[SEAL]

Witness my hand and official seal, at Nashville, Tennessee, this 16th day of June, 1914.

(Seal) J. D. Andrews, Notary Public.

Received June 19, 1914 at 11 :00 A. M.

Recorded June 26, 1914.