For and in Consideration *of the sum of* SIX HUNDRED AND EIGHTY DOLLARS ($680.00) OF WHICH THE SUM OF FIFTY DOLLARS ($50.00) HAS BEN PAID INCASH BY THOS HARDISON THE RECEIPT OF WHICH IS HERE BY ACKNOWLEDGED, AND FOR THE RESIDUE $630.00) THE SAID THOS HARDISON HAS EXECUTED AND DELIVERED TO BETTIE ISER AND LILY M ISER HIS SIXTY(60) PROMISSORY NOTES, OF EVEN DATE HEREWITH, EACH FOR TEN AND 50/100 DOLLARS($10.50) PAYABLE TO THE ORDER OF SAID BETTIE AND LILY M ISER FROM ONE TO SIXTY MONTHS RESPECTIVELY, CONSECUTIVELY, AFTER DATE. AND TO SECURE THE PAYMENT OF SAID NOTES PRINCIPAL AND INTEREST, A LIEN IS EXPRESSLY RETAINED ON THE REAL ESTATE HEREIN CONVEYED, WE, SAI D BETTIE AND LILY M ISER, SOLE HEIRS AT LAW OF MINNA ISER DECEASED HAVE BARGAINED AND SOLD AND DO HEREBY TRANSFER AND CONVEY UNTO THE SAID THOS HARDSSON AND HSS WIFE OMECA HARDISON, FOR THEIR LIVES AND TO THE SURVIVOR OF THEM IN FEE SIMPLE HIS OR HER HEIRS AND ASSIGNS CERTAIN REAL ESTATE IN DAVIDSON COUNTY, STATE OF TENNESSEE, AS FOLLOWS; THE SOUTHERLY PART OF LOT NO 1 OF BLOCK "F" ON THE PLAN OF THE HERMITAGE ADDITION TO NASHVILLE, ASOF RECORD IN BOOK 57, PAGE 43, REGISTERS OFFICE FOR DAVIDSON COUNTY TENNESSEE, DESCRIBED AS FOLLOWS:- BEGINNING AT THE NORTHEAST CORNER OF FAIRFIELD AVENUE, AND THE FIRST ALLEY SOUTH OF ROBERTSON STREET, BEING THE SOUTH WEST CORNER OF SAID LOT NO 1 THENCE WITH THE EASTERLY MARGIN OF SAID AVENUE NORTHERLY 27½ FEET; THENCE EAST ERLY BETWEEN PARALLEL LINES AND WITH THE NORTHERLY MARGIN OF SAID ALLEY 64.5 FEET TO THE WEST LIN E OF LOT NO 2....

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereunto belonging and appertaining, to the said THOS HARDISON AND HIS WIFE, OMECA HARDISON FOR LIFE AND TO THE SURVIVOR OF THEM HIS OR HER *heirs and assigns, forever. And* WE *do covenant with the said* GRANTEES *that* WE ARE *lawfully seized and possessed of said real estate in fee simple, have a good right to convey it, and that it is unincumbered. And* WE *do further covenant and bind* OURSELVES, OUR *heirs and representatives to warrant and forever defend the title to said real estate to the said* GRANTEES, THEIR *heirs and assigns, against the lawful claims of all persons whomsoever.*

And now, for the purpose of better securing the payment of the lien notes hereinbefore described, and to render unnecessary court proceedings of any character to enforce their collection, and in consideration of the sum of one dollar to US *in hand paid, the receipt of which is hereby acknowledged,* WE, THE SAID THOS HARDISON AND HIS WIFE OMECA HARDISON, *do hereby transfer and convey unto* NATHAN COHN, *as Trustee, his successors and assigns, the real estate hereinbefore described, to have and to hold for the purpose aforesaid, and no other.*

The entire debt secured herein having been paid in full on [illegible] the lawful owner and holder [illegible] thereof, [illegible] hereby release the lien on the within described property, held to secure the payment of said debt. This [illegible] day of [illegible] 192[illegible]

[illegible]
Deputy Reg.

WE *agree to keep the buildings on said premises insured in some reliable fire insurance company or companies for at least the sum of* $400.00 *until the notes herein secured are fully paid, loss, if any, to be made payable on the policy or policies to said Trustee for the benefit of the lawful owner and holder of said lien notes, as his interest may appear.* WE *also agree to keep the improvements on said premises in good repair and preservation, and to pay all taxes and assessments thereon when due. In the event* WE *fail to keep up the insurance or repairs or pay taxes as required,* WE *agree that the Trustee, or the lawful owner and holder of said notes, or any of them, may do so, and charge and treat any and all sums so expended as a part of the indebtedness herein secured, the same to bear interest from the date of such payment.*

WE *agree that in the event* WE *make default for* TWO *months in the payment of any one or more of said lien notes, or if* WE *fail to repay any and all sums expended for insurance premiums, necessary repairs, or taxes within* TWO *months after the same have been paid, as hereinbefore authorized, in either case all remaining unpaid lien notes shall become at once due and payable, without demand or notice of any kind, and then, or at any time thereafter, and until the entire indebtedness herein secured is fully paid, the said Trustee, or his successor in trust, shall have the right, and is hereby fully authorized and empowered, to enter and take possession of the real estate hereinbefore described, and any and all improvements thereon erected or made, the rent accruing from same to be held for the benefit of the holder of the lien notes, and, after advertising once a week for four consecutive weeks in any newspaper published in Davidson County, Tennessee, the first notice or advertisement to appear at least thirty days before the day fixed for the sale, expose said real estate to sale at public auction, at the south door of the courthouse, in Nashville, Tennessee, to the highest bidder, for cash, free from the equity of redemption, homestead, dower, and all other exemptions of every kind, which are hereby expressly waived, and to execute and deliver a deed in fee simple to the purchaser. The lawful owner and holder of said lien notes, or any of them, is specially permitted to bid at such sale.*

In case of sale, as hereinbefore authorized, the proceeds thereof will be disposed of by the Trustee, as follows:

First. He will pay any and all costs, charges, and expenses incident to the execution of this instrument and the enforcement of the lien reserved to secure said notes, in which may be included reasonable attorney's fees which may accrue in taking legal advice in the premises, or instituting or defending any suit or suits which may arise incident to the execution or enforcement of this instrument.

Second. He will pay any and all taxes which may have accrued and be a lien on said premises.

Third. He will pay all of said lien notes then remaining unpaid, together with any and all sums expended in the protection of said property, as hereinbefore authorized.

Fourth. He will pay the residue, if any, to SAID THOS HARDISON AND HIS WIFE OMECA HARDISON *or* THEIR *heirs or representatives.*

In case of the death, absence, inability, or refusal to act of the said Trustee at any time when action under the foregoing powers and trusts may be required, the lawful owner and holder of said lien notes, or in case there be several owners thereof, then of the first maturing unpaid lien note, is fully authorized and empowered to appoint a successor to execute this trust, and the title herein vested in NATHAN COHN *Trustee, shall be vested in said successor.*

In case of sale as above authorized the necessity of the Trustee giving bond and making oath, as required by statutes, is hereby expressly waived.

Witness OUR *hand S, this the* 1ST *day of* DECEMBER, *1919.*

THOS HARDISON
OMECA HARDISON

BETTIE ISER
LOLY M ISER

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, ... *a Notary Public in and for said County and State, the within named* ..... *the bargainor, with whom I am personally acquainted, and who acknowledged that* ..... *executed the within Deed instrument for the purposes therein contained. And* ....., *wife of the said* ..... *having personally appeared before me, privately and apart from* ..... *husband, the said* ..... *acknowledged the execution of said Deed to have been done by* ..... *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 ..... *day of* ....., *A. D. 191....*

Notary Public.

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, CHAS B H LOVENTHAL, *a Notary Public in and for said County and State, the within named* BETTIE ISER AND LILY M ISER UNMARRIED WOMEN AND THOS HARDISON AND HIS WIFE OMECA HARDISON *the bargainors, with whom I am personally acquainted, and who acknowledged that* THEY *executed the within Deed instrument for the purposes therein contained. And* SAID OMECA HARDISON, *wife of the said* THOS HARDISON, *having personally appeared before me, privately and apart from* HER *husband, the said* OMECA HARDISON *acknowledged the execution of said Deed to have been done by* HER *freely, voluntarily, and understandingly, without compulsion or constraint from* HER *said husband, and for the purposes therein expressed.*

Witness my hand and official seal, at Nashville, Tennessee, this 7TH *day of* JANY, *A. D. 19*20

SEAL

CHAS B H LOVENTHAL
Notary Public.

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RECEIVED THE 7TH DAY OF JANY A D 1920 AT 2:26 O CLOCK P M

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