For and in Consideration *of the sum of* THIRTY FIVE HUNDRED, DOLLARS, $3500.00, OF WHICH THE SUM OF FOUR HUNDRED, DOLLARS, $400.00, HAS BEEN PAID IN CASH BY VERNER C. KING, AND WIFE, CLARA NICKS, KING, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, AND FOR THE RESIDUE $3100.00, THE SAID VERNER C. KING, AND WIFE, CLARA NICKS, KING, HAVE EXECUTED AND DELIVERED TO FRANK HAWKINS EIGHTY-EIGHT 88 PROMISSORY NOTES, OF EVEN DATE HEREWITH, EACH FOR THIRTY-FIVE DOLLARS, $35.00 AND ONE FOR TWENTY $20.00, DOLLARS, PAYABLE TO THE ORDER OF SAID FRANK. HAWKINS, FROM ONE TO 89 MONTHS, RESPECTIVELY, CONSECUTIVELY AFTER DATE, WITH SIX PER CENT, INTEREST FROM DATE. AND TO SECURE THE PAYMENT OF SAID NOTES, PRINCIPAL AND INTEREST A LIEN IS EXPRESSLY RETAINED ON THE REAL ESTATE HEREIN CONVEYED, WE FRANK. HAWKINS AND WIFE FANNIE HAWKINS, HAVE BARGAINED AND SOLD AND DO HEREBY TRANSFER AND CONVEY UNTO THE SAID VERNER C. KING, AND WIFE, CLARA NICKS KING, THEIR, HEIRS AND ASSIGNS, CERTAIN REAL ESTATE IN DAVIDSON COUNTY, STATE OF TENNESSEE, AS FOLLOWS:-BEING PART OF THE NORTH HALF OF BLOCK THIRTY-ONE 31 OF CHARLOTTE PARK COMPANY'S FIRST ADDITION, A PLAN OF WHICH IS OF RECORD IN BOOK 57, PAGE 105, R.O.D.C. TENN., AND DESCRIBED AS FOLLOWS: BEGINNING IN THE SOUTH MARGIN OF ELKINS AVENUE, FIFTY 50 FEET EAST OF THE EAST MARGIN OF 49TH., AVENUE AND RUNNING THENCE EASTWARDLY FIFTY 50 FEET ALONG THE SOUTH MARGIN OF SAID ELKINS AVENUE; THENCE AT RIGHT ANGLES SOUTHWARDLY ONE HUNDRED AND EIGHTY 180 FEET TO THE NORTH-ERN MARGIN OF A TWENTY 20 FOOT ALLEY; THENCE AT RIGHT ANGLES WESTWARDLY FIFTY 50 FEET ALONG THE NORTHERN MARGIN OF SAID ALLEY; THENCE AT RIGHT ANGLES NORTHWARDLY ONE HUNDRED AND EIGHTY 180, FEET TO THE BEGINNING. AND IS THE SAME PROPERTY CONVEYED TO THE SAID FRANK. HAWKINS, AND WIFE, BY J.A. HUNTER AND WIFE BY DEED DATED SEPT. 1, 1909 AND RECORDED IN BOOK 388, PAGE 68 R.O. D.C. TENN. THE SAID VERNER C. KING, AND WIFE, CLARA NICKS KING, ASSUME AND AGREE TO PAY THE STATE AND COUNTY TAXES ON THE PROPERTY HEREIN CONVEYED FOR THE YEAR 1921.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereunto belonging and appertaining, to the said VERNER C. KING AND WIFE, CLARA NICKS, KING, THEIR, *heirs and assigns, forever. And* WE *do covenant with the said* VERNER C. KING, AND WIFE, CLARA NICKS KING, *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* VERNER C. KING, AND WIFE, CLARA NICKS, KING, 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 VERNER C. KING AND WIFE CLARA NICKS, KING, *do hereby transfer and convey unto* GEORGE T. FINEGAN, *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 hereby having been paid to the holder thereof, I hereby release the lien on the within described property, held to secure the payment of said debt. This 6th day of Sept. 1921.

Attest: [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 $2000.00, 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 THREE, 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 THREE, 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 VERNER C. KING AND WIFE, CLARA NICKS, KING, 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 GEORGE T. FINEGAN, *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* 15TH *day of* AUGUST, 1921.

VERNER C. KING,
CLARA NICKS KING,

FRANK. HAWKINS,
FANNIE HAWKINS,

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, H.J. LOVELACE, *a Notary Public in and for said County and State, the within named* FANNIE HAWKINS AND VERNER C. KING, AND WIFE, CLARA NICKS KING, *the bargainor S with whom I am personally acquainted, and who acknowledged that* THEY *executed the within Deed instrument for the purposes therein contained. And* FANNIE HAWKINS AND CLARA NICKS KING, FRANK. HAWKINS, AND VERNER C. KING, *wi* VES *of the said having personally appeared before me, privately and apart from* THEIR *husband S, the said* FANNIE HAWKINS AND CLARA NICKS, KING. *acknowledged the execution of said Deed to have been done by* THEM *freely, voluntarily, and understandingly, without compulsion or constraint from* THEIR *said husband S and for the purposes therein expressed.*

Witness my hand and official seal, at Nashville, Tennessee, this 31ST, *day of* AUG. *A. D. 19*21.

SEAL H.J. LOVELACE,
Notary Public.

STATE OF MICHIGAN WAYNE, COUNTY.

Personally appeared before me, WALTER H. BECK, *a Notary Public in and for said County and State, the within named* FRANK. HAWKINS, *the bargainor, with whom I am personally acquainted, and who acknowledged that* HE *executed the within Deed instrument for the purposes therein contained. And wi 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 DETROIT MICHIGAN *this* 18TH *day of* AUGUST, *A. D. 19*21.

SEAL WALTER-WALTER, H. BECK,
Notary Public.

NOTARY PUBLIC WAYNE COUNTY MICH. MY COM. EXP. FEB. 20, 1925.

STATE OF MICHIGAN COUNTY OF WAYNE,) I THOMAS F. FARRELL, CLERK OF THE CIRCUIT COURT, IN AND FOR SAID COUNTY, WHICH COURT IS A COURT OF RECORD, HAVING A SEAL DO HEREBY CERTIFY THAT WALTER H. BECK, BY AND BEFORE WHOM THE FOREGOING ACKNOWLEDGEMENT WAS TAKEN, WAS AT THE TIME OF TAKING THE SAME A NOTARY PUBLIC RESIDING IN SAID COUNTY, AND WAS DULY AUTHORIZED BY THE LAWS OF SAID STATE TO TAKE AND CERTIFY ACKNOWLEDGEMENTS OR PROOFS OF DEEDS OF LAND IN SAID STATE AND STATE AND FURTHER THAT I AM WELL ACQUAINTED, WITH THE HANDWRITING OF SAID WALTER H. BECK, AND THAT I VERILY BELIEVE THAT THE SIGNATURE TO SAID CERTIFICATE OF ACKNOWLEDGEMENT IS GENUINE. IN TESTIMONY WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED THE SEAL OF THE SAID COURT, THIS 19 DAY OF AUGUST, 1921.

SEAL THOMAS F. FARRELL. CLERK OF THE CIRCUIT COURT.

#19912.

U.S.R.S. $3.50.

REC. SEPT. 1, 1921, AT 1:20 P.M.