FOR AND IN CONSIDERATION [illegible] /100 ($1,000.00) DOLLARS

DOLLARS has been paid at cash by

ADA MAE JORDAN AND ADA ELIZABETH JORDAN

THE THOUSAND NINE HUNDRED FIFTEEN [illegible]

OF $1,000.00 TOGETHER WITH INTEREST THEREON FROM J.R.SADDLER TO D.P.WHENNE, TRUSTEE, AS SHOWN OF RECORD IN BOOK NO.460, PAGE 492, R.D.D.C.TENNESSEE, AND THE SAID ADA MAE JORDAN AND ADA ELIZABETH JORDAN ALSO ASSUMES AND AGREES TO PAY NOTES NOS.14 TO 37 BOTH INCLUSIVE OF A SERIES OF 37 NOTES EXECUTED BY G.H.FOSTER AND WIFE J.R.SADDLER, SAID NOTES AGGREGATING $710.00 IN PRINCIPLE AND FOR THE REMAINDER, NAMELY $642.45, THE SAID ADA MAE JORDAN AND ~~wife~~ ELIZABETH JORDAN HAVE EXECUTED AND DELIVERED TO G. H.FOSTER AND WIFE, THEIR TWO JOINT PROMISSORY NOTES OF EVEN DATE HEREWITH, THE FIRST ONE OF SAID NOTES BEING IN THE SUM OF $590.00 AND FALLING DUE ON NOVEMBER 15TH, 1924 AND THE SECOND ONE IN THE SUM OF $52.45 AND FALLING DUE ON JANUARY 15TH, 1925.

one note $590.00 and one note $52.45

G. H. Foster

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's fees, a lien is expressly retained on the land herein conveyed, ~~WE~~, G. H.FOSTER AND WIFE XXXX LETTIE FOSTER

have this day bargained and sold, and do hereby transfer and convey unto the said ADA MAE JORDAN AND ADA ELIZABETH JORDAN (BOTH UN-MARRIED) SHARE AND SHARE ALIKE WITH THE SAID INTEREST OF ADA ELIZABETH AT HER DEMISE TO BE VESTED IN FEE SIMPLE IN THE SAID ADA MAE~~N~~ JORDAN, HER ~~Heirs and Assigns, certain real estate in Davidson County, Tennessee, as follows~~:

HEIRS AND ASSIGNS CERTAIN REAL ESTATE IN DAVIDSON COUNTY, TENNESSEE, AS FOLLOWS: LAND IN CIVIL DIST. NO. 1, DAVIDSON COUNTY, TENNESSEE., AS FOLLOWS: BEING LOT NOS. 12 AND 13 IN THE GIBSON, ABBOTT SUBDIVISION IN SOUTH NASHVILLE, A PLAN OF WHICH IS OF MINUTE BOOK "C" PAGE 171, OF THE CHANCERY COURT AT NASHVILLE, TENN. SAID LOTS NOS.12 AND 13 TOGETHER FRONT 52 FEET ON THE ~~SW~~ EASTERLY SIDE OF 2ND AVENUE, SOUTH, FORMERLY MARKET STREET, AND EXTEND BACK EASTWARDLY, BETWEEN PARALLEL LINES 188 FEET MORE OR ~~XXXXXX~~ LESS TO A 12 FOOT ALLEY, AND BEING THE SAME PROPERTY CONVEYED TO G.H.FOSTER AND WIFE LETTIE FOSTER BY DEED RECORDED IN BOOK NO. PAGE R. D.D.C. TENNESSEE.

STATE OF TENNESSEE
COUNTY OF DICKSON

PERSONALLY APPEARED BEFORE ME F.H. HICKERSON A NOTARY PUBLIC IN AND FOR SAID STATE AND COUNTY, THE WITHIN NAMED G.H.FOSTER AND WIFE LETTIE FOSTER, THE BARGAINORS, WITH WHOM I AM PERSONALLY ~~X~~ ACQUAINTED, AND WHO ACKNOWLEDGED THAT THEY EXECUTED THE WITHIN INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED.

AND LETTIE FOSTER HAVING APPEARED BEFORE ME PRIVATELY AND APART FROM ~~XX~~ HER HUSBAND, G. H.FOSTER, ACKNOWLEDGED THE EXECUTION OF THE SAID INSTRUMENT TO HAVE BEEN DONE BY HER FREELY, VOLUNTARILY, AND UNDERSTANDINGLY, ~~X~~ AND WITHOUT COMPULSION OR CONSTRAINT FROM HER SAID HUSBAND, ~~XX~~ AND FOR THE PURPOSES ~~X~~ THEREIN ~~X~~ EXPRESSED.

WITNESS MY HAND AND OFFICIAL SEAL AT CHARLOTTE, TENN. THIS 11 DAY OF OCTOBER, 1924

(SEAL) F.H.HICKERSON
NOTARY PUBLIC

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said ADA MAE JORDAN AND ADA ELIZABETH JORDAN, heirs and assigns, forever. ~~WE~~ covenant that ~~WE~~ ARE lawfully seized and possessed of said real estate in fee simple, have ~~a~~ right to convey it, and that the same is unincumbered.

~~WE~~ further covenant and bind OURSELVES, OUR heirs and representatives, to warrant and forever defend the title to ~~said~~ ADA MAE JORDAN AND ADA ELIZABETH JORDAN, THEIR heirs and assigns ~~lawful~~ claims of all persons.

~~Provided~~, that the purpose of better and more effectually securing the payment of said lien notes, and rendering unnecessary court proceedings ~~for enforcement~~ of said lien in the event of the nonpayment of said notes as they mature, as hereinafter provided, and for the consideration of ~~$~~ US in hand paid ~~WE~~ HENRY E. SMITH the said ADA MAE JORDAN, AND ADA ELIZABETH JORDAN ~~bargain and convey unto~~ ~~, Trustee, his successor and assigns~~ ~~the~~ ~~with the appurtenances, estate, title, and interest thereto belonging, for the purposes and uses~~

~~I~~ ADA MAE JORDAN AND ADA ELIZABETH JORDAN ~~will~~ keep all buildings now or hereafter erected on said property continuously insured against loss by fire, tornado and windstorm in some company acceptable to the holder of said notes in a sum not less than $ ---- until the notes herein secured are fully paid, and to have the loss, if any, made payable on the policies to said Trustee for the benefit of the lawful owner and holder of notes as the 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, or to pay them when due and before ~~I~~ will be delinquent, that the non-payment of the taxes, insurance premiums or any of them may do any or all of these things and that the sums so expended may be added to the indebtedness secured hereby and become the same to bear interest from the date of such payment.

Now, if ~~I~~, the said ADA MAE JORDAN AND ADA ELIZABETH JORDAN 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 of it, failing to pay taxes, keep up repairs, or keep said premises insured as herein provided, ~~I~~ will on demand 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.

2d. To the payment of all taxes which may be unpaid on said premises.

3d. 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 ADA MAE JORDAN AND ADA ELIZABETH JORDAN 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-matured 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 HENRY E. SMITH, 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 G.H.FOSTER AND WIFE LETTIE FOSTER and ADA MAE JORDAN AND ADA ~~E~~LIZABETH JORDAN, hereunto set our hands at NASHVILLE, Tennessee, this the 15TH day of SEPTEMBER, 192 4

ADA MAE JORDAN
G.H.FOSTER
LETTIE FOSTER
ADA ELIZABETH JORDAN

Acknowledgment Before Notary Public.

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, LEWIS A. NEWMAN, a Notary Public in and for said County and State, the within-named ADA ELIZABETH JORDAN, the bargainor, with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And ....., wi... of the said ....., having appeared before me privately and apart from ..... husband ....., the said ....., acknowledged the execution of the said instrument 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 16TH day of SEP T. 192 4

My commission expires on the --- day of ---, 192 - (SEAL) LEWIS A. NEWMAN, Notary Public

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, H.F.MERRILL, a Notary Public in and for said County and State, the within-named ADA MAE JORDAN, the bargainor, with whom I am personally acquainted, and who acknowledged that SHE executed the within instrument for the purposes therein contained.

And ....., wi... of the said ....., having appeared before me privately and apart from ..... husband ....., the said ....., acknowledged the execution of the said instrument 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 ~~XXXXXX~~ COLUMBIA, Tennessee, this 18TH day of SPETEMBER, 192...

My commission expires on the ..... day of ....., 192... (SEAL) H.F.MERRILL, Notary