NUMBER,, 17687...MAX LEVINE, ET UX TO ELKIN GARFINKLE,TR RECORDED SEPT,12,1927.

For and in Consideration of One Dollar to US,, paid, the receipt of which is acknowledged, and the other considerations hereinafter mentioned, WE,,MAX LEVINE,AND WIFE,ETHEL LEVINE, have this day bargained and sold, and do hereby transfer and convey, to ELKIN GARFINKLE, Trustee, and his successors in trust, certain property in the State of Tennessee, Davidson County, described as follows—to-wit:

FIRST TRACT,, LOT NO.200,ON THE PLAN OF MCGAVOCK,WETMORE & OTHERS 2ND ADDITION CALLED THE ADDITION,TO THE TOWN OF MCGAVOCK,A PLAN OF WHICH IS OF RECORD IN BOOK,21,PAGE,41,R.O.D.C. TENNESSEE..SAID LOT NO,200,FRONTS 100 FEET ON THE EASTERLY SIDE OF 14TH,AVENUE,NORTH(FORMERLY ALBERTA AVENUE,)AND RUNS BACK BETWEEN PARALLEL LINES,170 FEET TO AN ALLEY.SECOND TRACT PARTS OF LOTS NOS,11,12,& 13,IN PORTERFIELD AND GLASCOCKS ADDITION TO NASHVILLE,A PLAN OF WHICH IS OF RECORD IN BOOK,19,PAGE,124,R.O.D.C.TENNESSEE,DESCRIBED AS FOLLOWS:BEGINNING ON THE EASTERLY MARGIN OF 12TH,AVENUE,NO.FORMERLY MCNAIRY ST,AT MRS.MARY F.PFEIFFERS S.W.CORNER BEING 35 FEET SOUTHERLY FROM THE SOUTHERLY MARGIN OF AN ALLEY:THENCE WITH THE EASTERLY MARGIN OF SAID AVENUE,SOUTHERLY 35 FEET:THENCE EASTERLY PARALLEL WITH SAID ALLEY,129½ FEET,MORE OR LESS,TO THE WESTERLY MARGIN OF A 10 FOOT ALLEY:THENCE WITH SAID ALLEY NORTHERLY 35 FEET TO SAID PFEIFFERS SOUTHERLY LINE,THENCE WITH SAID LINE WESTERLY 129½ FEET,MORE OR LESS,TO THE BEGINNING.THIRD TRACT:::THE NORTHERLY 35 FEET OF LOTS NOS,11 AND 12,AND THE NORTHERLY 35 FEET OF THE WEST HALF OF LOT NO,13,ON THE PLAN OF PORTERFIELD AND GLASSCOCKS,ADDITION TO NASHVILLE,A PLAN OF WHICH IS OF RECORD IN BOOK,19,PAGE,124,R.O.D.C.TENNESSEE..BEGINNING AT THE S.E.CORNER OF 12TH,AVENUE,NORTH(FORMERLY CLAY OR MCNAIRY ST),AND AN ALLEY,BEING THE N.W.CORNER OF SAID LOT NO,11,THENCE WITH THE EASTERLY MARGIN OF SAID AVENUE SOUTHERLY 35 FEET:THENCE EASTERLY PARALLEL WITH SAID ALLEY 139½ FEET,THENCE NORTHERLY 35 FEET TO THE SOUTHERLY MARGIN OF SAID ALLEY:THENCE WITH THE SOUTHERLY MARGIN OF SAID ALLEY,WESTERLY 139½ FEET TO THE BEGINNING.FOURTH TRACT:::--- LOT NO,24,IN A.W.WILLS ADDITION TO EAST NASHVILLE,SAID LOT FRONTS 50 FEET ON THE WESTERLY SIDE OF NO.7TH,ST,.A PLAN OF SAID LOT IS OF RECORD IN BOOK,57,PAGE,82 R.O.D.C.TENNESSEE..FIFTH TRACT:::THE NORTHERLY HALF OF LOT 188 ON THE PLAN OF MCGAVOCK WETMORE & OTHER SECOND ADDITION TO NASHVILLE CALLED THE ADDITION TO THE TOWN OF MCGAVOCK,A PLAN OF WHICHIS OF RECORD IN BOOK,21,PAGE,41,R.O.D.C.TENNESSEE.SAID NORTHERLY HALF OF LOT 188 FRONTS 50 FEET ON THE WESTERLY SIDE OF 12TH,AVE,NO,(FORMERLY FLORENCE ST),AND RUNS BACK BETWEEN PARALLEL LINES,154 FEET TO AN ALLEY. SIXTH TRACT:THE SOUTHERN PART OF LOT NO,22,IN DAVID T.MCGAVOCKS,FIRST ADDITION TO THE CITY OF NASHVILLE,DAVIDSON COUNTY,TENNESSEE,A PLAN OF WHICH IS OF RECORD IN BOOK,10,PAGES,606 AND 607,R.O.D.C.TENNESSEE.SAID PART OF SAID LOT IS DESCRIBED AS FOLLOWS:::BEGINNING AT THE NORTHEAST CORNER OF LOT NO,21,IN SAID ADDITION,ON THE WEST MARGIN OF THIRD AVENUE(FORMERLY COLLEGE ST)AND RUNNING WITH THE WESTERLY MARGIN OF SAID STREET,NORTHWARDLY 50 FEET:THENCE WESTWARDLY AND PARALLEL WITH THE NORTH LINE OF LOT 21 IN SAID ADDITION TO AN ALLEY:THENCE WITH THE LINE OF SAID ALLEY SOUTHWARDLY 50 FEET TO THE NORTHWEST CORNER OF SAID LOT 21,THENCE WITH THE DIVIDING LINE BETWEEN SAID LOTS 21 AND 22 EASTWARDLY 178-1/3 FEET TO THE BEGINNING.SEVENTH TRACT:::THE NORTHERN PART OF LOT NO,22,IN DABID AT.MCGAVOCKS,FIRST ADDITION TO THE CITY OF NASHVILLE,A PLAN OF WHICH IS OF RECORD IN BOOK,10,PAGES,606,AND 607,R.O.D.C.TENNESSEE,.SAID PART OF SAID LOT IS DESCRIBED AS FOLLOWS: BEING THE 50 FEET ADJOINING THE PART OF LOT 22,DESCRIBED AS THE 6TH,TRACT HEREIN,SAID 50 FEET BEING NORTH OF SAID 6TH,TRACT.

To Have and to Hold said Property to the Said ELKIN GARFINKLE, Trustee, and his successors in trust, forever. WE, covenant that WE ARE, lawfully seized of the said property, have a good right to convey it, and the same is unencumbered, except SUBJECT TO CERTAIN ENCUMBRANCES UPON THE VARIOUS TRACTS AS SHOWN ON THE RECORDS OF THE REGISTERS OFFICE., WE, further covenant and bind OURSELVES,OUR, heirs and representatives, to warrant and defend the title to the said property to the said ELKIN GARFINKLE, Trustee, or his successor in trust and his assigns, forever, against the lawful claims of all persons.

But this conveyance is made in trust for the following uses and trusts, and for no other purpose—to-wit:

TO SECURE MRS.,SWA SELIGMAN FROM ANY LIABILITY BY REASON OF HER ENDORSING A NOTE FOR MAX LEVINE,PAYABLE TO THE 4TH,& 1ST NATL.BANK,OR ANY, RENEWALS OF SAID NOTE.

Now, if WE,, shall pay the sums aforesaid when due, according to the terms of said notes, then this instrument is to be of no other force or effect. But if WE,, fail to pay the said sums of money when due, as aforesaid, or any part of said sums, according to the terms above expressed, then, upon such default, this conveyance remains in full force and effect; and the said Trustee, or his successor in trust, is hereby authorized and empowered, upon giving 20,, day's notice by 3 WEEKLY, publication in , a newspaper published in Davidson County, Tennessee, to sell said property at the Courthouse door in said County to the highest bidder, for cash, and 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 to make a deed to the purchaser. The creditor may bid at any sale under this conveyance. WE, agree that the Trustee may, at any time after default in payment of principal or interest, as each fall due, respectively, enter and take possession of said property, and shall only account for net rents received by him. And WE, agree to keep all the buildings on said property insured in some reliable fire insurance company or companies for the sum of $ ---- until the sum herewith secured is fully paid, and to have the loss made payable on the policy to the said Trustee for the benefit of the owners and holders of the debt herein secured. WE, agree to keep the improvements on said property in good repair and preservation, and to pay all taxes and assessments, and to pay them when due; and in case WE, fail to do either, then said Trustee, or the creditor herein secured, may do either, and charge and treat the amount so expended as part of the debt herein secured.

In case of sale under this Deed of Trust, the proceeds will be applied by the Trustee, first, to pay all the costs and charges of executing this trust, including attorney's fees and the expense of any litigation which may arise on account of the execution, protection, and enforcement of this trust; second, to pay said debt, or any balance thereon remaining unpaid; third, the residue to be paid to MAX LEVINE AND ETHEL LEVINE,, or order. And in case of death, absence, inability, or refusal to act of the said Trustee at any time when action under the foregoing powers and trust may be required, the owner of the debt herein secured is hereby authorized to name and appoint a successor to execute this trust, and the title herein conveyed to ELKIN GARFINKLE,, Trustee, shall be vested in said successor. In the event of a sale of said property under and by virtue of this trust, ~~then the~~ said MAX LEVINE & ETHEL LEVINE,, ~~of the first part,~~ and all persons holding under THEM, shall be and become tenants at will of the purchaser of the same from and after the execution and delivery of the deed to such purchaser, said tenancy to be determined at the option of said purchaser upon a five days' written notice. IT IS FURTHER AGREED BY SAID MAX LEVINE,AND ETHEL LEVINE,THAT THE SAID ELKIN GARFINKLE,TRUSTEE,OR HIS SUCCESSORS,MAY EXECUTE THE POWER OF SALE HEREIN AND OTHER POWERS AND RIGHTS WITHOUT GIVING BOND OR TAKING OATH.

This 16,, day of AUGUST,, , 1927.... MAX LEVINE.
ETHEL LEVINE..

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, E.LYNCH, , a Notary Public in and for said County and State, the within-named MAX LEVINE,,AND ETHEL LEVINE, the bargainors, with whom I am personally acquainted, and who acknowledged that THEY, executed the within instrument for the purposes therein contained. And ETHEL LEVINE,,WIFE, , of said MAX LEVINE, having appeared before me privately and apart from HER, husband , the said ETHEL LEVINE, acknowledged the execution of the said instrument to have been done by HER, freely, voluntarily, and understandingly, without compulsion or constraint from HER, said husband , and for the purpose therein expressed. DAY OF AUGUST,,,1927.

Witness my hand and official seal, at Nashville, Tennessee, this 17,, , 192-- E.LYNCH,

MY COMMISSION EXPIRES,JAN,5,,,1931.. (Seal) , Notary Public.

RECD..AUG,,18,1927 AT10:10 A.M.