WE , the said WINTON L.THOMPSON AND WIFE EULA T.THOMPSON , do hereby agree to keep all buildings now on, or to be hereafter erected on said property, insured in some reliable fire insurance company or companies for at least the sum of $ 1,000.00 FIRE AND TORNADO until the notes herein secured are fully paid, and to have the loss, if any made payable on the policy or policies to said Trustee for the benefit of the lawful owner and holder of said notes, as his interest may appear.

WE further agree to keep the improvements on said property in good repair and preservation, and to pay all taxes and assessments thereon, and to pay them when due; and in case WE fail to do either, then the said Trustee or the lawful owner and holder of said notes, or any of them, may do any or all of these things and charge and treat the sum or sums so expended as part of the indebtedness secured therein, the same to bear interest from the date of such payment.

Now, if WE , the said WINTON L.THOMPSON AND WIFE EULA T.THOMPSON , 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 WE fail to pay any one of said notes or part thereof promptly at maturity, or if, failing to pay taxes, keep up repairs, or keep said premises insured as herein provided, IF WE, fail to 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.

WE 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. WE 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.

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

3rd. 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 WINTON L.THOMPSON AND WIFE EULA T. THOMBSON 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-maturing 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 ARTHUR H. CAMPBELL 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 MRS. FLORENCE KEY A WIDOW, MRS. CREOLE CHOATE AND HUSBAND G.B.CHOATE AND MRS. LULA J.SADLER, AND HUSBAND J.W. SADLER,

and WINTON L.THOMPSON AND WIFE EULA T. HOMPSON , hereunto set our hands

at NASHVILLE , Tennessee, this the 11 day of SEPT. , 19 39 .

MRS. FLORENCE KEY
MRS.LULA J.SADLER,
J.W.SADLER,
MRS. CREOLE CHOATE,
G.B.CHOATE,
W.L.THOMPSON
EULA T. THOMPSON

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, --- , a Notary Public in and for said County and State, the within named CREOLE CHOATE AND HUSBAND G.B.CHOATE,

the bargainor S , with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

---And---

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 29TH day of SEPTEMBER 19 39 .

My commission expires OCT. 17, 1939

(Seal) LOUISE V. STEPHENS, Notary Public.

STATE OF INDIANA
VANDERBURGH COUNTY

PERSONALLY APPEARED BEFORE ME AMANDA PFOHL A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE THE WITHIN NAMED MRS. FLORENCE KEY A WIDOW, MRS. LULA J. SADLER, AND HUSBAND J.W.SADLER, THE BARGAINORS WITH WHOM I AM PERSONALLY ACQUAINTED AND WHO ACKNOWLEDGED THAT THEY EXECUTED THE WITHIN INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED WITNESS MY HAND AND OFFICIAL SEAL AT EVANSVILLE INDIANA THIS 28 DAY OF SEPT. 1939.

(SEAL)

AMANDA PFOHL
NOTARY PUBLIC

MY COMMISSION EXPIRES SEPT. 7,1940
U.S.R.S. $1.00
RECEIVED OCT. 23R,D 1939 AT 10;07 A.M.

NUMBER 27188 RECORDED OCT 23. 1939

PAULINE ALDERSON, UNMARRIED
TO
MANUEL I. LOWENSTEIN, UNMARRIED et al

INSTALLMENT DEED

Book No. 794

FOR AND IN CONSIDERATION of the sum of ($5750.00 FIVE THOUSAND SEVEN HUNDRED FIFTY AND/NO/100 DOLLARS

of which SIX HUNDRED FIFTY AND NO/100 - - - - - - - - - - - - - - - - DOLLARS has been paid in cash by

MANUEL ISAAC LOWENSTEIN AND OLLIE BEAL SULLIVAN the receipt of which is hereby acknowledged, and for the remainder

($5100.00) FIVE THOUSAND ONE HUNDRED AND NO/100 - - - - - - - - - - - - - - - - DOLLARS

the said MANUEL ISAAC LOWENSTEIN AND OLLIE BEAL SULLIVAN HAVE EXECUTED ONE PRINCIPAL PROMISSORY NOTE OF EVEN DATE HEREWITH, SAID NOTE MATURING ON OR BEFORE TEN DAYS FROM DATE AND BEARING INTEREST FROM DATE AT 6% PER ANNUM, SAID NOTE BEING PAYABLE TO THE ORDER OF PAULINE ALDERSON,

~~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

I, PAULINE ALDERSON

have this day bargained and sold, and do hereby transfer and convey, unto the said MANUEL ISAAC LOWENSTEIN AND OLLIE BEAL SULLIVAN, AS TENANTS IN COMMON, THEIR heirs and assigns, certain real estate in Davidson County, Tennessee. as follows:

BEING LOTS NOS. 52 AND 53 ON THE MAP OF THE DRAUGHON TRACT, OF RECORD IN BOOK 974, PAGE 39, REGISTER'S OFFICE FOR SAID COUNTY.

SAID LOTS ADJOIN AND FRONT 30 FEET EACH ON THE SOUTHERLY SIDE OF GRAYBAR LANE AND RUN BACK BETWEEN PARALLEL LINES 150 FEET TO A DEAD LINE.

BEING THE SAME PROPERTY CONVEYED TO PAULINE ALDERSON BY DEED FROM RAYMOND C. LOWRY, OF RECORD IN BOOK 1110, PAGE 194 SAID REGISTER'S OFFICE.

I declare that I am the true and lawful holder of the claim secured by the instrument to which this is attached, and hereby acknowledge the satisfaction thereof and the same is full. This 7 day of Oct 1939
Attest: C.K. Lowry Register
Pauline Alderson

AND BIND MYSELF, MY

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said heirs and assigns, forever, MANUEL ISAAC LOWENSTEIN AND OLLIE BEAL SULLIVAN, THEIR I covenant that I AM lawfully seized and possessed of said real estate in fee simple, have good right to convey it, and that the same is unencumbered. EXCEPT DEED OF TRUST TO MARVIN K. BARRY, TRUSTEE AS OF RECORD IN BOOK 1123, PAGE 417 SECURING A PRINCIPAL INDEBTEDNESS OF $4000.00 WHICH THE GRANTOR AGREES TO PAY NOT ~~further covenant and bind~~ LATER THAN THE MATURITY OF THE LIEN, I ~~FURTHER COVENANT AND BIND MYSELF MY~~, HEREIN BEFORE DESCRIBED, I FURTHER COVENANT / ~~SELF, MY~~ ABOVE ~~heirs and representatives~~, to warrant and forever defend the title to said real estate to said MANUEL ISAAC LOWENSTEIN AND OLLIE BEAL SULLIVAN, THEIR heirs and assigns, against the lawful claims of all persons.

And now, for the purpose of better and more effectually securing the payment of said lien notes, and rendering unnecessary court proceedings for the enforcement of said lien in the event of the nonpayment of said notes as they mature, as hereinafter provided, and for the consideration of One Dollar to ME US in hand paid WE , the said MANUAL ISAAC LOWENSTEIN AND OLLIE BEAL SULLIVAN do hereby transfer and convey unto MARVIN K. BARRY , Trustee, his successors and assigns, the real estate herein before described, with the appurtenances, estate, title, and interest thereto belonging, for the purposes aforesaid only.