I , the said SYLVESTER CUNNINGHAM, , 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 $ 2000.00 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.

I 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 I 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 I , the said SYLVESTER CUNNINGHAM, , 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, or if, failing to pay taxes, keep up repairs, or keep said premises insured as herein provided, I 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 SIX MONTHS 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.

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 SYLVESTER CUNNINGHAM, HIS 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 WADE SAIN, 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 E.N.FARMER AND WIFE, BLANCHE FARMER,

and SYLVESTER CUNNINGHAM, , hereunto set our hands at NASHVILLE, , Tennessee, this the 10 day of NOVEMBER, , 193 4.

E.N.FARMER,
BLANCHE FARMER
SYLVESTER CUNNINGHAM

ACKNOWLEDGMENT BEFORE NOTARY PUBLIC

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, E.B.WALTON, , a Notary Public in and for said County and State, the within named E.N.FARMER AND WIFE, BLANCHE FARMER, AND SYLVESTER CUNNINGHAM, A WIDOWER, the bargainor S , with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And BLANCHE FARMER, , WIFE of the said E.N.FARMER, having appeared before me privately and apart from HER husband , the said BLANCHE FARMER, , 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 purposes therein expressed.

Witness my hand and official seal at NASHVILLE, , Tennessee, this -- day of NOVEMBER , 193 4.

My commission expires APR.10, 1937.

(Seal)..... E.B.WALTON,
Notary Public.

U.S.R.S. $2.50.

RECD MAY 12, 1936 AT 3:55 P M

3002. MARSHALL & BRUCE CO. NASHVILLE

INSTALLMENT DEED

989

FOR AND IN CONSIDERATION of the sum of $7,000.00 SEVENT THOUSAND AND NO/100 DOLLARS of which ($1500.00) FIFTEEN HUNDRED AND NO/100 DOLLARS has been paid in cash by A.H. DEMBSKY AND WIFE, BLANCHE DEMBSKY , receipt of which is hereby acknowledged, and for the remainder $5500.00 FIFTY-FIVE HUNDRED AND NO/100 DOLLARS the said A.H. DEMBSKY AND WIFE, BALANCHE DEMBSKY HAVE EXECUTED AND DELIVERED THEIR

TWO PROMISSORY NOTES, ONE OF SAID NOTES IN THE SUM OF $1,000.00 DUE SEPTEMBER 1, 1936

AND ONE NOTE IN THE SUM OF $4500.00 PAYALBE ON OR BEFORE FIVE YEARS AFTER ITS DATE,

BOTH NOTES OF EVEN DATE HEREWITH.

I declare that I am the true and lawful holder of Note No. 1 for $1000.00 and Note No. 2 for $4500.00 secured by the within deed of trust, and hereby release the same. This 11 day of Dec 1941

Attest: W.A. Richardson

SEPTEMBER 1,1936 INTEREST TO BE PAID SEMI-ANNUALLY

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 principal and interest, and attorney's fees, a lien is expressly retained on the land herein conveyed

WE, J.M. JACOBUS AND WIFE, ROSE E. JACOBUS

have this day bargained and sold, and do hereby transfer and convey, unto the said A.H. DEMBSKY AND WIFE, BLANCHE DEMBSKY THEIR heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

BEING LOT 31 IN THE BRANSFORD REALTY COMPANY'S WEST END HEIGHTS SUBDIVISION, THE PLAN OF WHICH IS OF RECORD IN BOOK 332, PAGE 124, AND 125 OF THE REGISTER'S OFFICE FOR SAID COUNTY. SAID LOT NO.31 FRONTS 60 FEET ON THE WEST SIDE OF CHESTERFIELD AVENUE, AND EXTENDS BACK WESTERLY , ETWEEN PARALLEL LINES 222 FEET, MORE OR LESS, ON THE SOUTHERN MARGIN AND 214 FEET, MORE OR LESS, ON ITS NORTHERN MARGIN TO LANCASTER AVENUE, MEASURING 60 FEET ON SAID LANCASTER AVENUE. AND BEING THE SAME PROPERTY CONVEYED TO J.M.JACOBUS, BY BESSIE MAI SWINDELL AND HUSBAND J.H. SWINDELL, AS OF RECORD IN BOOK 553, PAGE 159, OF THE REGISTER'S OFFICE FOR SAID COUNTY.

Paid $1.10 Dec 15 1941

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said A.H. DEMBSKY AND WIFE, BLANCHE DEMBSKY THEIR heirs and assigns, forever, WE covenant that WE ARE lawfully seized and possessed of said real estate in fee simple, have good right to convey it, and that the same is unencumbered.

EXCEPT THE CITY, STATE AND COUNTY TAXES FOR 1936 WHICH ARE TO BE PRORATED AS OF SEPTEMBER 1,1936 WE further covenant and bind OURSELVES, OUR heirs and representatives, to warrant and forever defend the title to said real estate to said A.H.DEMBSKY AND WIFE, BLANCHE DEMBSKY, 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 US in hand paid WE , the said A.H. DEMBSKY AND WIFE, BLANCHE DEMBSKY

do hereby transfer and convey unto H.D. WEINBAUM , 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.