WE , the said ALVIS M. MERRITT AND WIFE, BROOKSIE MERRITT , 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 $ 750.00 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.

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 ALVIS M. MERRITT AND WIFE, BROOKSIE MERRITT , 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, 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 ALVIS M. MERRITT AND WIFE, BROOKSIE MERRITT, THEIR 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 MAI SHAW AND HUSBAND ROY SHAW

and ALVIS M. MERRITT AND WIFE, BROOKSIE MERRITT , hereunto set our hands at NASHVILLE , Tennessee, this the 15 day of AUGUST , 1936.

ROY SHAW
MAI SHAW
ALVIS M. MERRITT
BROOKSIE MERRITT

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 ROY SHAW AND WIFE, MAI SHAW AND ALVIS M. MERRITT AND WIFE, BROOKSIE MERRITT the bargainor S , with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And MAI SHAW AND BROOKSIE MERRITT, WIVES , of the said ROY SHAW AND ALVIS M. MERRITT having appeared before me privately and apart from THEIR husband S, the said MAI SHAW AND BROOKSIE MERRITT , acknowledged the execution of the said instrument 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 31 day of AUGUST , 1936

My commission expires APRIL 10 1937

U.S.R.S. $1.00

REC'D SEPT 11, 1936 AT 3:20 P.M.

(Seal) E.B. WALTON
Notary Public.

ACKNOWLEDGMENT BEFORE NOTARY PUBLIC

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, , a Notary Public in and for said County and State, the within named

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

And , 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 day of , 193

My commission expires

(Seal)
Notary Public.

INSTALLMENT DEED

1012

FOR AND IN CONSIDERATION of the sum of $481.68 AND OTHER GOOD AND VALUABLE CONSIDERATIONS/ DOLLARS

of which ONE HUNDRED ($100.00) ½ - - - - - - - - DOLLARS has been paid in cash by MARY HINES, WIFE OF J.H. HINES , the receipt of which is hereby acknowledged, and for the remainder $381.68 - - - DOLLARS the said MARY HINES (WIFE OF J.H. HINES AND J.H. HINES HAVE EXECUTED TWELVE NOTES IN THE PRINCIPLE SUM OF $31.81 OF EVEN DATE HEREWITH, PAYABLE MONTHLY, FIRST NOTE FALLING DUE ON OCTOBER 1, 1936 AND ON THE FIRST OF EACH SUCCEEDING MONTH THEREAFTER UNTIL THE ENTIRE SERIES BECOMES DUE AND PAYABLE. THE SAID MARY HINES, WIFE OF THE SAID J.H. HINES IS TO ASSUME THE FIRST MORTGAGE TO THE THIRD NATIONAL COMPANY, AGENTS FOR WILLIE HARRIS IN THE SUM OF $2100.00 OF RECORD IN BOOK 956 PAGE 750, R.O.D.C. TENNESSEE, A BALANCE OF $ PRINCIPLE AND INTEREST REMAINING UNPAID.

I declare that I am the true and lawful holder of the claim secured by the Instrument hereof and discharge of the lien thereof and hereby acknowledge the satisfaction in full. This 8 day of Sept. 1936. Edwin von Steinkirch

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 EDWIN VON STEINKIRCH AND WIFE, KATHLEEN VON STEINKIRCH

have this day bargained and sold, and do hereby transfer and convey, unto the said MARY HINES, WIFE OF THE SAID J.H. HINES, HER heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

A CERTAIN LOT OR PARCEL OF LAND SITUATE, LYING AND BEING IN THE COUNTY OF DAVIDSON, STATE OF TENNESSEE, AND MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:
BEING LOT 28 AND THE SOUTHERLY 8 FEET FRONT AND 4 FEET REAR OF LOT 29 ON THE PLAN OF ROY F. WILLIAMS SUBDIVISION OF THE HUNTER TRACT, AS OF RECORD IN BOOK 547, PAGE 13, REGISTER'S OFFICE DAVIDSON COUNTY, TENNESSEE.
SAID LOT 28 AND PART OF LOT 29 TOGETHER FRONT 58 FEET ON THE EASTERLY SIDE OF SETLIFF ST., AND RUN BACK BETWEEN LINES 160 FEET TO AN ALLEY AND SHOWS 54 FEET ON SAID ALLEY
BEING THE SAME PROPERTY CONVEYED TO BLANCHE W. ROARK (AS ROAEK) BY DEED OF E.F. DUNN AND WIFE, AGNES DUNN, OF RECORD IN BOOK 774, PAGE 235 R.O.D.C. TENNESSEE.
BEING THE SAME PROPERTY CONVEYED TO EDWIN VON STEINKIRCH AND VIVIAN S. QUARRELS OF RECORD IN BOOK 932 PAGE 120 R.O.D.C. TENNESSEE.
SAID PROPERTY IS CONVEYED SUBJECT TO THE FIRST MORTGAGE LIEN IN THE SUM OF $2100.00 PAYABLE TO THIRD NATIONAL COMPANY AGENT FOR WILLIE HARRIS OF RECORD IN BOOK 956 PAGE 750, R.O.D.C., TENNESSEE, A BALANCE OF $__ PRINCIPLE AND INTEREST REMAINING UNPAID.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said MARY HINES, WIFE OF J.H. HINES, HER 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.

SAVE FOR A DEED OF TRUST AFORESAID MENTIONED

WE further covenant and bind OURSELVES, OUR heirs and representatives, to warrant and forever defend the title to said real estate to said MARY HINES, WIFE OF J.H. HINES OUR 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 in hand paid I , the said MARY HINES, WIFE OF J.H. HINES

do hereby transfer and convey unto KEITH WESTENBERGER , 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.