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 non-payment of said notes as they mature, as hereinafter provided, and for the consideration of One Dollar to US in hand paid WE, the said JOHN RUSSELL WITTENMEIER AND WIFE, LORENE HOWARD WITTENMEIER

do hereby transfer and convey unto C.H.WETTERAU, 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.

WE, the said JOHN RUSSELL WITTENMEIER AND WIFE, LORENE HOWARD WITTENMEIER 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~~ INSURABLE VALUE 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 JOHN RUSSELL WITTENMEIER AND WIFE, LORENE HOWARD WITTENMEIER, 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 JOHN RUSSELL WITTENMEIER AND WIFE, LORENE HOWARD WITTENMEIER, 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 C.H.WETTERAU 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 FANNIE LIPSCOMB, LIZZIE NOTGRASS AND THOMMIE E.MOORE,

and JOHN RUSSELL WITTENMEIER AND WIFE, LORENE HOWARD WITTENMEIER, hereunto set out hands at NASHVILLE, Tennessee, this the 5TH day of DECEMBER, 1936.

MRS. FANNIE LIPSCOMB
MRS. LIZZIE NOTGRASS
MRS. THOMMIE E.MOORE
JOHN RUSSELL WITTENMEIER
LORENE HOWARD WITTENMEIER

~~--Acknowledgment Before Notary Public.~~

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, ALBERTA HESSE, a Notary Public in and for said County and State, the within-named MRS. FANNIE LIPSCOMB, MRS.LIZZIE NOTGRASS AND MRS. THOMMIE E.MOORE; AND JOHN RUSSELL WITTENMEIER AND WIFE, LORENE HOWARD WITTENMEIER, the bargainor S, with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And X, of the said X husband, the said having appeared before me privately and apart from X, 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 5TH day of DECEMBER, 1936.

My commission expires JANUARY 8, 1939.

(Seal) ALBERTA HESSE
Notary Public.

U.S.R.S. $1.50.
RECD DEC. 21, 1936 AT 2:19 P M

25783 MARSHALL & BRUCE CO. NASHVILLE, TENN.

INSTALLMENT DEED

1020

For and in Consideration of the sum of ($4,500.00) FOUR THOUSAND, FIVE HUNDRED AND NO/100 DOLLARS

of which SIX HUNDRED SEVENTY*FIVE AND NO/100 DOLLARS

has been paid in cash by AGNES D.ECKHARDT, the receipt of which is hereby acknowledged, and for

the remainder ($3,825.00) THREE THOUSAND, EIGHT HUNDRED TWENTY*FIVE AND NO/100 DOLLARS

the said AGNES D.ECKHARDT,

HAS EXECUTED HER ONE NOTE, BEARING EVEN DATE HEREWITH, PAYABLE TO THE ORDER OF NASHVILLE TRUST COMPANY, IN THE AMOUNT OF THREE THOUSAND, EIGHT HUNDRED TWENTY* FIVE AND NO/100 ($3,825.00) DOLLARS, PAYABLE IN 180 MONTHLY INSTALLMENTS OF THIRTY*TWO AND 29/100 ($32.29) DOLLARS EACH. THE FIRST INSTALLMENT OF WHICH IS DUE ON NOVEMBER 1ST. 1936, AND THE OTHERS, DUE MONTHLY THEREAFTER RESPECTIVELY. EACH OF SAID INSTALLMENTS INCLUDING PRINCIPAL AND INTEREST.

SAID $3,825.00 NOTE PROVIDING FOR PAYMENT OF ATTORNEY FEES, AND TO SECURE THE PAYMENT OF SAID NOTES, PRINCIPAL AND INTEREST, AND ATTORNEY FEES, A LIEN IS EXPRESSLY RETAINED ON THE LAND HEREIN CONVEYED,

NASHVILLE TRUST COMPANY A CORPORATION CHARTERED UNDER THE LAWS OF THE STATE OF TENNESSEE, WITH ITS PRINCIPAL OFFICE AND PLACE OF BUSINESS IN NASHVILLE, TENNESSEE, HAS THIS DAY BARGAINED AND SOLD, AND DOES HEREBY TRANSFER AND CONVEY UNTO THE SAID AGNES D. ECKHARDT, HER HEIRS AND ASSIGNS, CERTAIN REAL ESTATE IN DAVIDSON COUNTY, TENNESSEE, AS FOLLOWS:

BEING LOT NO. 142, THE EASTERLY 18 FEET OF LOT NO.75, AND THE WESTERLY 5.3 FEET OF LOT NO.143, ON THE REVISED PLAN OF GEORGE W.BLAIR'S SUBDIVISION OF BELMONT HEIGHTS, AS OF RECORD IN BOOK NO. 332, PAGE 117, OF THE REGISTERS OFFICE FOR DAVIDSON COUNTY, TENNESSEE.

SAID LOT NO.142, SAID EASTERLY 18 FEET OF LOT NO.75 AND SAID WESTERLY 5.3 FEET OF LOT NO.143 TOGETHER FRONT 83.3 FEET ON THE SOUTHERLY SIDE OF ASHWOOD AVENUE, NASHVILLE, TENNESSEE, AND RUN BACK BETWEEN PARALLEL LINES 175 FEET TO AN ALLEY.

BEING THE SAME PROPERTY CONVEYED TO NASHVILLE TRUST COMPANY, BY DEED FROM CARR PAYNE AND WIFE, MARY TARPLEY PAYNE OF RECORD IN BOOK 932, PAGE 416, REGISTERS OFFICE FOR DAVIDSON COUNTY, TENNESSEE.

TAXES FOR THE YEAR 1936, ON THE HEREIN DESCRIBED PROPERTY, PRO RATED AS OF EVEN DATE HEREWITH, BY AND BETWEEN THE GRANTOR, AND GRANTEE, AND ASSUMED BY THE GRANTEE.

I declare that I am the true and lawful holder of the claim secured by the instrument within recorded, and hereby acknowledge the satisfaction thereof and discharge of the lien to secure the same in full. This 23 day of March, 1951

Attest: [illegible] DEPUTY REGISTER

NASHVILLE TRUST CO.
BY [illegible]
Asst. Secy.

To Have and to Hold said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said AGNES D.ECKHARDT, HER heirs and assigns, forever, NASHVILLE TRUST COMPANY, A CORPORATION AS AFORESAID, covenants that IT IS lawfully seized and possessed of said real estate in fee simple, have good right to convey it, and that the same is unencumbered, EXCEPT AS SET OUT HEREIN. NASHVILLE TRUST COMPANY, A CORPORATION AS AFORESAID, further covenants and binds ITSELF, ITS SUCCESSORS, heirs and representatives, to warrant and forever defend the title to said real estate to said AGNES D. ECKHARDT, HER heirs and assigns, against the lawful claims of all persons.