WE , the said CLYDE H. FUSSELL AND WIFE, EUNETTA FUSSELL , 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 $2200.00 WINDSTORM, 2200.00 FIRE 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 CLYDE H. FUSSELL AND WIFE, EUNETTA FUSSELL, , 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 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 CLYDE H. FUSSELL AND WIFE, EUNETTA FUSSELL, 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 W. RUFUS PARDUE 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 THEO W. ECKHARDT,

and CLYDE H. FUSSELL AND WIFE, EUNETTA FUSSELL, at NASHVILLE, , Tennessee, this the 1ST day of MARCH, , 1938, hereunto set our hands

THEO W. ECKHARDT
CLYDE H. FUSSELL
EUNETTA FUSSELL

ACKNOWLEDGMENT BEFORE NOTARY PUBLIC

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, W. RUFUS PARDUE, , a Notary Public in and for said County and State, the within named THEO W. ECKHARDT AND CLYDE H. FUSSELL AND WIFE, EUNETTA FUSSELL,

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

having appeared before me privately and apart from husband X , the said 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 3RD day of MARCH, , 1938.

My commission expires OCT. 9, 1939

(Seal) W. RUFUS PARDUE,
Notary Public.

U.S.R.S. $3.00.
RECEIVED MAY 26, 1938, AT 3:50 P.M.

X

ACKNOWLEDGMENT BEFORE NOTARY PUBLIC

STATE OF TENNESSEE, DAVIDSON COUNTY. X

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

X

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

And X , of the said

having appeared before me privately and apart from husband , the said 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 day of , 1938

X

My commission expires

(Seal)
Notary Public.

X

NUMBER 106338 RECORDED MAY 27, 1938. MRS. JULIA LOEFFLER TO JOHN E. HOSTETTLER, ET UX.

SIZE MARSHALL & BRUCE CO. NASHVILLE

V. J.A.E.

INSTALLMENT DEED

1041

FOR AND IN CONSIDERATION of the sum of FOUR THOUSAND TWO HUNDRED FIFTY AND NO/100 DOLLARS, OR ITS EQUIVALENT

of which ONE THOUSAND ($1000.00) AND NO/100 DOLLARS has been paid in cash by JOHN E. HOSTETTLER AND WIFE, MARY WINTER HOSTETTLER, the receipt of which is hereby acknowledged, and for the remainder, THREE THOUSAND TWO HUNDRED FIFTY ($3250.00) AND NO/100 DOLLARS, the said JOHN E. HOSTETTLER AND WIFE, MARY WINTER HOSTETTLER,

HAVE EXECUTED THEIR 60 LINE PROMISSORY NOTES, OF EVEN DATE HEREWITH, PAYABLE TO THE ORDER OF MRS. JULIA LOEFFLER. THE FIRST ONE OF SAID SERIES OF 60 NOTES IS FOR THE SUM OF $42.25, AND EACH ONE OF THE NEXT SUCCEEDING NOTES IS FOR AN AMOUNT 13 CENTS LESS THAN THE PRECEDING NOTE EXCEPT THE LAST NOTE, WHICH IS FOR THE SUM OF $1724.58. THE FIRST ONE OF SAID NOTES WILL BE DUE MAY 15, 1938, AND THE OTHERS, ONE ON THE 15TH DAY OF EACH MONTH RESPECTIVELY THEREAFTER UNTIL ALL ARE PAID. NONE OF SAID NOTES BEAR INTEREST EXCEPT AFTER MATURITY, AS THE INTEREST HAS BEEN COMPUTED AND ADDED ON THE FACE OF EACH NOTE;

I declare that I am the true and lawful holder of the within note, and that the amount thereof is correctly stated, and hereby agree to indemnify and save harmless the Title Guarantee & Trust Co. from any loss it may sustain by reason of the failure of the within note to be paid in full. This [illegible] day of [illegible] 1938. Attest: [illegible] Notary Public. Davidson County, Tennessee

MATURITY

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, MRS. JULIA LOEFFLER, A WIDOW,

have this day bargained and sold, and do hereby transfer and convey, unto the said JOHN E. HOSTETTLER AND WIFE, MARY WINTER HOSTETTLER, THEIR heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

BEING THE NORTHERLY FIFTY (50) FEET OF THE 98½ FEET OF LOT NO. 13 IN O. B. HAYES PLAN OF LARGE LOTS, FORMERLY PURCHASED OF NATHAN COHN AND WIFE, ROSA COHN, AND DESCRIBED AS FOLLOWS:

BEGINNING ON THE WESTERLY MARGIN OF LAMAR STREET (NOW 18TH AVE. SOUTH) IN THE CITY OF NASHVILLE, 200 FEET SOUTHERLY FROM THE NORTHERLY LINE OF SAID LOT NO. 13, BEING B. C. KREIG'S (NOW DR. C. A. ROBERTSON'S) SOUTHEAST CORNER; THENCE WITH THE WESTERLY MARGIN OF SAID STREET SOUTHERLY FIFTY (50) FEET; THENCE WESTERLY 272 FEET, MORE OR LESS, TO THE EASTERLY MARGIN OF LOT NO. 12 IN SAID PLAN, A POINT 50 FEET SOUTH OF SAID KREIG'S SOUTHWEST CORNER; THENCE NORTH WITH THE EASTERLY MARGIN OF SAID LOT NO. 12 FIFTY (50) FEET TO SAID KREIG'S SOUTHWEST CORNER; THENCE EASTERLY WITH SAID KREIG'S (NOW DR. C. A. ROBERTSON'S) SOUTHERN LINE TO THE BEGINNING ON LAMAR STREET (NOW 18TH AVE., SOUTH). IT BEING THE NORTHERN PART OF 50 FEET OF THE LOT PURCHASED BY JOHN H. HILL OF NATHAN COHN BY DEED OF RECORD IN BOOK 302, PAGE 378, R.O.D.C., TENNESSEE, AND BEING THE SAME PROPERTY CONVEYED TO MRS. JULIA LOEFFLER BY DEED OF JOHN H. HILL AND WIFE, DATED AUGUST 6, 1908, AS OF RECORD IN BOOK 367, PAGE 535, R.O.D.C., TENNESSEE.

THE TAXES FOR THE YEAR 1938 HAVING BEEN PRO-RATED AS OF EVEN DATE HEREWITH AND SETTLEMENT MADE THEREON, THE GRANTEES HEREIN AGREE TO ASSUME AND PAY ALL THE TAXES FOR THE YEAR 1938.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said JOHN E. HOSTETTLER AND WIFE, MARY WINTER HOSTETTLER, THEIR heirs and assigns, forever, 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.

I further covenant and bind MYSELF, MY heirs and representatives, to warrant and forever defend the title to said real estate to said JOHN E. HOSTETTLER AND WIFE, MARY WINTER HOSTETTLER, 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 JOHN E. HOSTETTLER AND WIFE, MARY WINTER HOSTETTLER do hereby transfer and convey unto MAX BENZ, , 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.