WE , the said OLEN M. RADER AND WIFE ESTELLE H. RADER , 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 $ - 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 OLEN M. RADER & WIFE, ESTELLE H. RADER , 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 THE MORTGAGORS 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 L. L. TREANOR 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 OLEN M. RADER & WIFE, ESTELLE H. RADER

and SAM COHEN , hereunto set our hands

at NASHVILLE , Tennessee, this the 29TH day of JANUARY , 193 6 .

WITNESS AT TO
SARAH COHEN
J.O. TREANOR
AVTS BRAZEL

SAM COHEN
SARAH HER - COHEN
MARK
OLEN M. RADER
ESTELLE R. RADER

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, J. O. TREANOR , a Notary Public in and for said County and State, the within named OLEN M. RADER & WIFE, ESTELLE H. RADER and Sam Cohen

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

And ESTELLE H. RADER AND SARAH COHEN WIVES of the said OLEN M. RADER AND SAM COHEN having appeared before me privately and apart from THEIR husband S , the said ESTELLE H. RADER & SARAH COHEN , 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 29TH day of JANUARY , 193 6.

My commission expires APR 7, 1937
U.S.R.S. 50¢
REC'D AUG 26, 1938 AT 10;36 A.M.
TP

(Seal) J..O. TREANOR
Notary Public.

37788 MARSHALL & BRUCE CO. NASHVILLE

INSTALLMENT DEED

1088

FOR AND IN CONSIDERATION of the sum of FORTY FIVE HUNDRED (4500). DOLLARS

of which TWO HUNDRED FIFTY (250) DOLLARS has been paid in cash by DAVID LAWRENCE BEAVER AND ANN BLUMEN BEAVER , the receipt of which is hereby acknowledged, and for the remainder FORTY TWO HUNDRED FIFTY (4250) DOLLARS the said DAVID LAWRENCE BEAVER AND WIFE ANN BLUMEN BEAVER HAVE EXECUTED THEIR PROMISSORY NOTE OF EVEN DATE HEREWITH, PAYABLE AS FOLLOWS: $4250.00 WHICH TOGETHER WITH INTEREST AT THE RATE OF SIX (6) PER CENT PER ANNUM IS PAYABLE IN 180 EQUAL MONTHLY INSTALMENTS ON THE 15TH DAY OF EACH CALENDER MONTH, BEGINNING ON THE 15TH DAY OF SEPTEMBER, 1938, EACH FOR THE SUM OF $35.86 AND EACH OF SAID INSTALMENTS INCLUDING:

(A) INTEREST CALCULATED ON THE MONTHLY DECREASING BALANCE OF SAID PRINCIPAL SUM AFTER THE PAYMENT OF EACH OF THE SAID MONTHLY INSTALMENTS; AND

(B) A PAYMENT ON ACCOUNT OF AMORTIZATION OF THE PRINCIPAL OF SAID LOAN, AND 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, WE, THE LIFE & CASUALTY INSURANCE COMPANY OF TENNESSEE, INCORPORATED, HAVE THIS DAY BARGAINED AND SOLD, AND DO HEREBY TRANSFER AND CONVEY UNTO THE SAID DAVID LAWRENCE BEAVER AND WIFE ANN BLUMEN BEAVER, THEIR HEIRS AND ASSIGNS, CERTAIN REAL ESTATE IN DAVIDSON COUNTY, TENNESSEE, AS FOLLOWS:

BEING LOTS NOS. 70 AND 71 AND THE EASTERLY 25 FEET OF LOT 72 OF BOYD'S HOME TRACT IN WEST NASHVILLE, A PLAN OF WHICH IS OF RECORD IN BOOK 21, PAGE 39, OF THE REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE.

SAID LOTS 70 AND 71 AND THE EASTERLY 25 FEET OF LOT 72 TOGETHER FRONT 125 FEET ON THE SOUTH SIDE OF HAYES STREET AND EXTEND BACK SOUTHWARDLY BETWEEN PARALLEL LINES 180 FEET TO AN ALLEY. BEING THE SAME PROPERTY CONVEYED BY DEED OF JOHN W. SHERRILL AND WIFE OLLIE E.SHERRILL TO LIFE & CASUALTY INSURANCE COMPANY OF TENNESSEE, INCORPORATED, DATED APRIL 9, 1937, AND RECORDED IN BOOK 1019, PAGE 466, OF THE REGISTER'S OFFICE OF DAVIDSON COUNTY, TENNESSEE.

TAXES FOR 1938 TO BE PRO RATED AS OF DATE OF THIS DEED.

INSURANCE PREMIUMS TO BE PRO RATED, AS OF DATE OF THIS INSTRUMENT.

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 July 1953

Witness C. McKinstry DEPUTY REGISTER

Life & Casualty Ins. Co. of Tenn.
By Geo. D. Parrish Treas.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said DAVID LAWRENCE BEAVER AND WIFE ANN BLUMEN BEAVER, 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.

WE further covenant and bind OURSELVES, OUR SUCCESSORS ~~heirs~~ and representatives, to warrant and forever defend the title to said real estate to said DAVID LAWRENCE BEAVER AND WIFE ANN BLUMEN 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 DAVID LAWRENCE BEAVER AND WIFE ANN BLUMEN BEAVER, do hereby transfer and convey unto P.M. ESTES, JR. , 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.