WE , the said C. C. KIMSEY AND WYNFORD R. PETERSON , 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 $ 3500.00 FIRE AND $3000.00 WINDSTORM 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 C. C. KIMSEY AND WYNFORD R. PETERSON , 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~~ 60 DAYS AFTER 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 C. C. KIMSEY AND WYNFORD R. PETERSON, 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 RUFUS GANN, 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 ANNIE LOU FINEGAN AND HUSBAND, GEO. T. FINEGAN and C. C. KIMSEY AND WIFE BEATRICE M. KIMSEY AND WYNFORD R. PETERSON , hereunto set our hands at NASHVILLE , Tennessee, this the 20TH day of JULY, ,193 9.

ANNIE LOU FINEGAN
GEO. T. FINEGAN
WYNFORD R. PETERSON
C. C. KIMSEY
BEATRICE M. KIMSEY

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, W. T. GAITHER , a Notary Public in and for said County and State, the within named ANNIE LOU FINEGAN AND HUSBAND, GEO. T. FINEGAN, C. C. KIMSEY AND WIFE, BEATRICE M. KIMSEY AND WYNFORD R. PETERSON, the bargainor S, with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And XXX , of the said XXX having appeared before me privately and apart from XXX husband , the said XXX , 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 26 day of JULY ,193 9 .

My commission expires 10/10/40

(Seal). W. T. GAITHER,
Notary Public.

U.S.R.S. $5.00.

RECEIVED SEPT. 27, 1939, AT 11:03 A.M.

FH

40102 NURSEY & SPEED CO. NASHVILLE

INSTALLMENT DEED

1097

FOR AND IN CONSIDERATION of the sum of $4500.00 FORTY-FIWE HUNDRED AND NO/100 DOLLARS of which FOUR HUNDRED SIXTY AND NO/100 DOLLARS has been paid in cash by the said MAX ELTERMAN AND WIFE, RAECHEL ELTERMAN the receipt of which is hereby acknowledged, and for the remainder ($4040.00) FOUR THOUSAND FORTY AND NO/100 DOLLARS the said MAX ELTERMAN AND WIFE, RAECHEL ELTERMAN ASSUME AND AGREE TO PAY A LOAN BEING A FIRST LIEN ON THE WITHIN DESCRIBED PROPERTY IN THE SUM OF $3,000.00 DATED SEPT 23,1939 PAYABLE TO THE ORDER OF THE PRUDENTIAL INSURANCE COMPANY OF AMERICA, EXECUTED BY E.C. DUKE AND WIFE, MATILOU B. DUKE. THIS LOAN IS FOR A PERIOD OF 15 YEARS INTEREST AT THE RATE OF 5% PAYABLE SEMI-ANNUALLY. THE SAID LOAN RUNS STRAIGHT FOR A PERIOD OF 3 YEARS, AT THE END OF THREE YEARS, PAYMENTS OF $75.00 ON THE PRINCIPAL, PAYABLE SEMI-ANNUALLY.

AT THE END OF THE THREE YEAR STRAIGHT PERIOD, MR. MAX ELTERMAN IS TO HAVE THE PRIVILEGE TO PAY ANY AMOUNT OVER AND ABOVE THE AGREED $75.00. AT THE END OF THE FIFTEEN YEARS, PROVIDED INTEREST AND TAXES ARE PAID UP ;THIS LOAN, THE BALANCE OF SAME IS TO BE RENEWED FOR ANOTHER PERIOD OF TIME NOT TO EXCEED FIFTEEN YEARS. THE INTEREST IN ANY EVENT IS TO REMAIN AT 5%.

AND FOR THE REMAINDER OF $1040.00, THE SAID , MAX ELTERMAN AND WIFE, RAECHEL ELTERMAN, HAVE EXECUTED THEIR 69 NOTES, PAYABLE MONTHLY, WITH THE RATE OF INTEREST AT 5% FROM DATE OF DEED; 68 OF THE SAID NOTES FOR THE PRINCIPAL SUM OF $15.00, AND THE 69TH,AND LAST NOTE, BEING FOR THE SUM OF $20.00. THE SAID 69 NOTES BEING A SECOND LIEN ON THE WITHIN DESCRIBED PROPERTY.

FIVE

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,E.C. DUKE AND WIFE, MATILOU B. DUKE

have this day bargained and sold, and do hereby transfer and convey, unto the said MAX ELTERMAN AND WIFE, RAECHEL ELTERMAN,THEIR heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

LAND IN DAVIDSON COUNTY,TENNESSEE, BEING THE EASTERLY HALF OF LOT NO.77 ON THE PLAN OF BELAIR, AS OF RECORD IN BOOK 332, PAGE 6, REGISTER'S OFFICE FOR SAID COUNTY.

SAID PART OF LOT NO.77 FRONTS 50 FEET ON THE SOUTHERLY SIDE OF WEST LINDEN AVENUE, FORMERLY SUNSET AVENUE, AND RUNS BACK BETWEEN PARALLEL LINES,WITH THE WESTERLY MARGIN OF ROSE AVENUE, NOW 25TH AVENUE SOUTH, 192 FEET TO THE NORTH LINE OF LOT NO.63.

BEING THE SAME PROPERTY CONVEYED TO E.C. DUKE BY DEED FROM ELIZABETH S. SCRUGGS AND HUSBAND, OF RECORD IN BOOK 816, PAGE 362, SAID REGISTER'S OFFICE.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said MAX EDTERMAN AND WIFE, RAECHEL ELTERMAN,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 FOR A $3000.00 LOAN, AND THE TAXES FOR THE YEAR OF 1939. CITY TAXES PAID. WE further covenant and bind OURSELVES,OUR heirs and representatives, to warrant and forever defend the title to said real estate to said MAX ELTERMAN AND WIFE, RAECHEL ELTERMAN,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 MAX ELTERMAN AND WIFE, RAECHEL ELTERMAN do hereby transfer and convey unto J.H. MADDUX, , 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.