NUMBER 44275 RECORDED AUGUST 28TH 1940 JOE H STRASSER TO DEED Joe H Strasser Jr thus

FOR AND IN CONSIDERATION OF THE SUM OF TWO HUNDRED DOLLARS ($200.00) TO BE PAID BY JOE H. STRASSER, JR., AND WIFE EVELYN STRASSER, AS FOLLOWS: $50.00 ON JULY 1, 1940, $50.00 ON JANUARY 1, 1941, $50.00 ON JULY 1, 1941, AND $50.00 ON JANUARY 1, 1942, AS EVIDENCED BY PROMISSORY NOTES OF EVEN DATE HEREWITH, SAID NOTES BEARING INTEREST AT THE RATE OF SIX PERCENT PER ANNUM, PAYABLE SEMI-ANNUALLY; AND TO SECURE THE PAYMENT OF SAID NOTES, PRINCIPAL AND INTEREST, A LIEN IS EXPRESSLY RETAINED ON THE LAND HEREIN CONVEYED; JOE H. STRASSER AN UNMARRIED MAN, HAS BARGAINED AND SOLD, AND BY THESE PRESENTS DOES HEREBY TRANSFER AND CONVEY, UNTO THE SAID JOE. H. STRASSER, JR., AND WIFE, EVELYN STRASSER, THEIR HEIRS AND ASSIGNS, A TRACT OF LAND SITUATED IN THE FIRTH CIVIL DISTRICT OF DAVIDSON COUNTY, TENNESSEE, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE EASTERLY MARGIN OF THE RIGHT-OF-WAY OF THE NOLENSVILLE ROAD, THE NORTHWEST CORNER OF A TRACT HERETOFORE CONVYED TO JOE H. STRASSER ET AL. BY C. A. BRIDGES ET UX., BY DEED OF RECORD IN BOOK 721, PAGE 116, R.O.D.C., TENN.; THENCE WITH THE NORTHERLY MARGIN OF SAID TRACT CONVEYED BY BRIDGES TO STRASSER, 215 FEET TO A POINT IN THE SOUTHERLY MARGIN OF THE TUSCULUM ROAD; THENCE IN A NORTHERLY DIRECTION AT RIGHT ANGLES TO SAID TUSCULUM ROAD 25 FEET TO A POINT IN THE CENTER OF SAID ROAD; THENCE WITH THE CENTER LINE OF SAID ROAD IN A WESTERLY DIRECTION TO ITS POINT OF INTERSECTION WITH THE CENTER LINE OF THE NOLENSVILLE ROAD; THENCE WITH THE CENTER LINE OF SAID NOLENSVILLE ROAD; THENCE WITH THE CENTER LINE OF SAID NOLENSVILLE ROAD IN A SOUTHERLY DIRECTION TO A POINT OPPOSITE THE BEGINNING POINT; THENCE IN AN EASTERLY DIRECTION 35 FEET TO THE BEGINNING POINT.

SAID LOT IS TRIANGULAR IN SHAPE, AND ITS NORTHERLY LINE, MEASURED ALONG THE SOUTHERLY MARGIN OF THE RIGHT-OF-WAY OF THE TUSCULUM ROAD FROM THE EASTERLY APEX OF THE TRIANGLE TO THE EASTERLY RIGHT-OF-WAY LINE OF THE NOLENSVILLE ROAD, IS 230.5 FEET; AND ITS WESTERLY LINE, MEASURED FROM THE BEGINNING POINT AS HEREINABOVE SET FORTH ALONG THE EASTERLY RIGHT-OF-WAY LINE OF THE NOLENSVILLE ROAD TO ITS POINT OF INTERSECTION WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF THE TUSCULUM ROAD, IS 62 FEET. SAID TRACT, EXCLUSIVE OF THOSE PORTIONS OF THE RIGHTS-OF-WAY OF ROADS AS INDICATED ABOVE, CONTAINS .15 OF AN ACRE, ACCORDING TO A SURVEY OF W. B. SOUTHGATE OF DECEMBER 9, 1939,

THE LAND HEREINABOVE DESCRIBED AND HEREIN CONVEYED IS A PART OF THE PROPERTY CONVEYED BY DEED OF MARY B. CALHOUN TO JOE H. STRASSER AND WIFE, NANNIE STRASSER, DATED APRIL 18, 1927, OF RECORD IN BOOK 739, PAGE 504, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE, THE SAID NANNIE STRASSER HAVING DIED JULY 27, 1938.

TO HAVE AND TO HOLD THE SAID REAL ESTATE, WITH THE APPURTENANCES, ESTATE, TITLE AND INTEREST THERETO BELONGING, TO THE SAID JOE H. STRASSER, JR., AND WIFE, EVELYN STRASSER, THEIR HEIRS AND ASSIGNS FOREVER.

JOE H. STRASSER COVENANTS THAT HE IS LAWFULLY SEIZED AND POSSESSED OF SAID REAL ESTATE IN FEE SIMPLE, HAS A GOOD RIGHT TO CONVY IT, AND THAT THE SAME IS UNINCUMBERED, EXCEPT FOR THE INDEBTEDNESS SECURED BY TWO DEEDS OF TRUST OF RECORD IN BOOK 593, PAGE 462, AND BOOK 933, PAGE 54, OF THE REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE, THE PAYMENT OF WHICH INDEBTEDNESS IS AN OBLIGATION

OF THE GRANTOR AND OF TH GRANTOR'S SON AND DAUGHTER-IN-LAW, A. J. STRASSER AND HANNA NEWMAN STRASSER, BY VIRTUE OF AN INSTRUMENT OF EVEN DATE HEREWITH.

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 IN HAND PAID, THE SAID JOE H. STRASSER, JR., AND WIFE, EVELYN STRASSER, DO HEREBY TRANSFER AND CONVEY UNTO ANDREW EWING, TRUSTEE, HIS SUCCESSORS AND ASSIGNS, THE REALESTATE HEREINDEFORE DESCRIBED, WITH THE APPURTENANCES, ESTATE, TITLE AND INTEREST THERETO BELONGING, FOR THE PURPOSES AFORESAID ONLY.

WE, THE SAID JOE H. STRASSER, JR., AND WIFE, EVELYN STRASSER, DO HEREBY AGREE TO KEEP ALL BUILDINGS NOW ON, OR TO BE HEREAFTER ERECTED ON SAID PROPERTY, INSRUED 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 JOE H. STRASSER AND EVELYN STRASSER, SHALL PAY THE NOTES AS 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 OF IF, FAILING TO PAY TAXES, KEEP UP REPAIRS OR KEEP SAID PREMISES INSURED AS HEREIN PROVIDED; OR IF 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 FRONT DOOR OF THE COURT HOUSE 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 THE 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 THE DELIVERY OF HIM BY THE TRUSTEE OF A DEED FOR SAID PROPERTY. IN CASE