WE , the said R.H.CLARK & BESSIE CLARK, , 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 $ 2500.00 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 R.H.CLARK & BESSIE CLARK, , 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 R.H.CLARK & BESSIE CLARK, - 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 ED.T.HORN, 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 PATRICK A.SULLIVAN,

and R.H.CLARK & WIFE, BESSIE CLARK, , hereunto set our hands

at NASHVILLE, , Tennessee, this the 15 day of MAY , 1940 .

PATRICK A.SULLIVAN

R.H.CLARK

BESSIE CLARK.

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, PANSY MAI LANE, , a Notary Public in and for said County and State, the within named PATRICK A.SULLIVAN & R.H.CLARK & WIFE, BESSIE BLARK,

the bargainorS , 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

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 21ST day of MAY 1940..

My commission expires OCT.20, 1942.

(Seal) PANSY MAI LANE,
Notary Public.

U.S.R.S. $2.50.

RECD MAY 22, 1940 AT 10:00 A.M.
MM

INSTALLMENT DEED

Book No. 1139

FOR AND IN CONSIDERATION of the sum of ($6354.00) SIX THOUSAND THREE HUNDRED FIFTY FOUR AND NO/100 DOLLARS

of which ONE THOUSAND AND NO/100 DOLLARS has been paid in cash by MARIE ROSA, A PART OF , the receipt of which is hereby acknowledged, and for the remainder ~~DOLLARS~~

the said MARIE ROSA

HAS ASSUMED THE UNPAID PRINCIPAL BALANCE OF A FIRST MORTGAGE INDEBTEDNESS TO WILLIAM J. WADE, TRUSTEE, AS OF RECORD IN BOOK 993, PAGE 229, REGISTERS OFFICE OF DAVIDSON COUNTY, TENNESSEE, SAID INDEBTEDNESS BEING ORIGINALLY IN THE AMOUNT OF $5,000.00, BUT NOW IN THE PRINCIPAL AMOUNT OF $4902.58 WITH INTEREST AT THE RATE SET FORTH IN THE NOTE DESCRIBED ABOVE, BOTH PRINCIPAL AND INTEREST BEING PAYABLE $36.90 MONTHLY BEGINNING MAY 1, 1940; AND FOR THE BALANCE OF SAID CONSIDERATION AMOUNTING TO $451.42 THE SAID MARIE ROSA HAS EXECUTED TWO PROMISSORY NOTES OF EVEN DATE HEREWITH, SAID NOTES BEING IN THE SUM OF TWO HUNDRED TWENTY FIVE AND 71/100 DOLLARS ($225.71) EACH, PAYABLE ON OR BEFORE FEBRUARY 1, 1941, AND ON OR BEFORE FEBRUARY 1, 1942, RESPECTIVELY, AND BEARING INTEREST FROM DATE AT 5% PER ANNUM, SAID NOTES BEING PAYABLE TO THE ORDER OF CLOUD V.ECKHARDT,

~~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, CLOUD V.ECKHARDT AND WIFE, HELEN E. ECKHARDT,

have this day bargained and sold, and do hereby transfer and convey, unto the said MARIE ROSA, TO HER SOLE AND SEPARATE ESTATE, FREE FROM THE DEBTS, LIABILITIES OR ANY ENCUMBRANCES OF ANY PRESENT OR FUTURE HUSBAND, HER heirs and assigns, certain real estate in Davidson County, Tennessee. as follows:

BEING THE SOUTHEASTERLY ONE-HALF OF LOT NO.103 AND THE NORTHWESTERLY 25 FEET OF LOT NO.104 ON THE MAP OF KENNER MANOR LAND COMPANY'S SECOND SUBDIVISION OF THE KENNER TRACT, OF RECORD IN BOOK 421, PAGE 100, REGISTERS OFFICE FOR SAID COUNTY.

SAID PARTS OF SAID LOTS ADJOIN AND FRONT TOGETHER 75 FEET ON THE NORTHEASTERLY SIDE OF WOODMONT BOULEVARD AND RUN BACK BETWEEN PARALLEL LINES 200 FEET TO A DEAD LINE.

BEING PART OF THE PROPERTY CONVEYED TO CLOUD V.ECKHARDT BY DEED FROM NASHVILLE TRUST COMPANY, EXECUTOR UNDER THE WILL OF THOS.S.JOY, DECEASED, OF RECORD IN BOOK 777, PAGE 491, SAID REGISTERS OFFICE.

BUYER TO PAY 1940 TAXES.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said MARIE ROSA, TO HER SOLE AND SEPARATE ESTATE, FREE FROM THE DEBTS, LIABILITIES OR ANY ENCUMBRANCES OF ANY PRESENT OR FUTURE HUSBAND, HER 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 AS HEREINBEFORE SET OUT.

WE further covenant and bind OURSELVES, OUR heirs and representatives, to warrant and forever defend the title to said real estate to said MARIE ROSA, HER 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 ME in hand paid I , the said MARIE ROSA

do hereby transfer and convey unto THEO.W.ECKHARDT, , 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.