I , the said TAVA M.PRESLEY , 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 $ 2000.00 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.

I 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 I 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 I , the said TAVA M.PRESLEY , 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 I 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, IF I 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.

I 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. I 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 TAVA M.PRESLEY, HER 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.O.HARDAWAY, 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 VERNA LANNOM AND HUSBAND, BURDINE LANNOM and TAVA M.PRESLEY, hereunto set our hands at NASHVILLE, Tennessee, this the 8TH. day of AUGUST, 19 41.

VERNA LANNOM
BURDINE LANNOM
MRS. TAVA M.PRESLEY

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, A.G.HOLLOWAY, a Notary Public in and for said County and State, the within named VERNA LANNOM AND HUSBAND, BURDINE LANNOM, ALSO TAVA M. PRESLEY, 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 X 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 11TH day of AUGUST 1941.

My commission expires JULY 11TH, 1945.

(Seal) A.G.HOLLOWAY
Notary Public.

U.S.R.S. $2.75

RECD AUGUST 14, 1941 AT 3:05 P M
MM

50104 MARSHALL & BRUCE CO. NASHVILLE

INSTALLMENT DEED

Book No. 1212

FOR AND IN CONSIDERATION of the sum of ($5,500.00) FIFTY FIVE HUNDRED & NO/100 DOLLARS

of which SIX HUNDRED & NO/100 ($600.00) -- DOLLARS has been paid in cash by MARVIN LIPSCHUTZ AND WIFE, BERTHA LIPSCHUTZ, , the receipt of which is hereby acknowledged, and for the remainder FORTY NINE HUNDRED & NO/100 ($4,900.00) -- DOLLARS the said MARVIN LIPSCHUTZ AND WIFE, BERTHA LIPSCHUTZ,

HAVE EXECUTED THEIR THREE (3) JOINT PROMISSORY _ OF EVEN DATE HEREWITH, ONE IN THE SUM OF $4,700.00, THE OTHER TWO (2) IN THE SUM OF $100.00 EACH, PAYABLE TO THE ORDER OF J.G.REDELSHEIMER. SAID NOTE IN THE SUM OF $4,700.00 BEARS INTEREST AT THE RATE OF 4% PER ANNUM, ON THE UNPAID BALANCE, AND PROVIDES FOR THE PAYMENT OF SAID PRINCIPAL AND INTEREST AT THE RATE OF $25.87 PER MONTH, TO BE APPLIED FIRST TO INTEREST ON THE UNPAID BALANCE OF SAID NOTE, AND THE REMAINDER TO THE PRINCIPAL UNTIL SAID NOTE IS PAID IN FULL. THE OTHER TWO NOTES IN THE SUM OF $100.00 EACH FALL DUE ON OR BEFORE ONE AND TWO YEARS RESPECTIVELY AFTER DATE AND BEAR INTEREST AT THE RATE OF 4% PER ANNUM.

~~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, J.G.REDELSHEIMER AND WIFE, FLORENCE M.REDELSHEIMER,

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

BEING THE EASTERLY 6.2 FEET OF LOT NO.257 AND ALL OF LOTS NOS. 258 AND 259, ON THE MAP OF RICHLAND REALTY COMPANY'S FIRST ADDITION TO SUBDIVISION "B", AS OF RECORD IN BOOK 332, PAGE 174 REGISTERS OFFICE FOR SAID COUNTY, BEING THE SAME PART OF LOT NO. 257 AND ALL OF LOTS NOS. 258 AND 259 ON THE MAP OF RICHLAND REALTY COMPANY'S SECOND SUBDIVISION, DIVISION "B", AS OF RECORD IN BOOK 332, PAGE 92, SAID REGISTERS OFFICE.

SAID PART OF LOT NO.257 AND ALL OF LOTS NOS. 258 AND 259 FRONT TOGETHER 106.2 FEET ON THE NORTHERLY SIDE OF CENTRAL AVENUE AND RUN BACK BETWEEN PARALLEL LINES 200 FEET TO AN ALLEY.

BEING THE SAME PROPERTY CONVEYED TO J.G.REDELSHEIMER BY TWO DEEDS FROM LOUILUSKY AND WIFE, OF RECORD IN BOOK 1058, PAGE 384, AND BOOK 1104, PAGE 112, SAID REGISTERS OFFICE.

THE SAID GRANTEES HEREIN, MARVIN LIPSCHUTZ, AND WIFE, BERTHA LIPSCHUTZ DO HEREBY COVENANT AND AGREE THAT, TOGETHER WITH AND ADDITION TO THE PAYMENTS OF PRINCIPAL AND INTEREST AS SET OUT IN THE NOTES HEREIN EXECUTED, THEY WILL PAY TO J.G.REDELSHEIMER OR THE LAWFUL HOLDER OF SAID NOTES HEREIN SET OUT EACH MONTH A SUM EQUAL TO ONE-TWELFTH OF THE ANNUAL TAXES AND ASSESSMENTS NEXT DUE, LESS ALL INSTALLMENTS ALREADY PAID THEREFOR, DIVIDED BY THE NUMBER OF MONTHS THAT ARE TO ELAPSE BEFORE ONE MONTH PRIOR TO THE DATE WHEN SUCH TAXES AND ASSESSMENTS WILL BECOME DELINQUENT. THE SAID J.G.REDELSHEIMER SHALL HOLD SUCH PAYMENTS IN TRUST TO PAY SUCH TAXES AND ASSESSMENTS BEFORE THE SAME BECOME DELINQUENT.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said MARVIN LIPSCHUTZ AND WIFE, BERTHA LIPSCHUTZ, THEIR heirs and assigns, forever, and 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 heirs and representatives, to warrant and forever defend the title to said real estate to said MARVIN LIPSCHUTZ AND WIFE, BERTHA LIPSCHUTZ, 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 MARVIN LIPSCHUTZ AND WIFE, BERTHA LIPSCHUTZ, do hereby transfer and convey unto W.H.LEVINE, , 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.