, the said , 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.

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 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 , the said , 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 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, 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.

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. 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 CLIFFORD DUNCAN AND WIFE, JENNIE E. DUNCAN, 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 WILLIAM O. LEE 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 LAURA J. COLEMAN

and CLIFFORD DUNCAN AND WIFE, JENNIE E. DUNCAN , hereunto set our hands

at NASHVILLE , Tennessee, this the 5TH day of SEPT , 19 41.

LAURA J. COLEMAN
CLIFFORD DUNCAN
JENNIE E. DUNCAN

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, W. E. HARWOOD , a Notary Public in and for said County and State, the within named LAURA J. COLEMAN, A WIDOW, AND CLIFFORD DUNCAN AND WIFE; JENNIE E. DUNCAN the bargainor S, with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And X , X of the said X having appeared before me privately and apart from husband , the said , 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 5TH day of NOVEMBER 19 41

My commission expires JULY 6, 1943 (Seal) W.E. HARWOOD Notary Public.

U.S.R.S. 21.10
REC NOV 12, 1943 AT 2:01 P M
LP



# INSTALLMENT DEED

Book No. 1278

FOR AND IN CONSIDERATION of the sum of SIX HUNDRED FIFTY AND NO/100 ($650.00) DOLLARS

of which ONE HUNDRED AND NO/100 ($100.00) DOLLARS has been paid in cash by

RICHARD GLENN AND WIFE, ALLENA GLENN , the receipt of which is hereby acknowledged, and for the remainder

OF FIVE HUNDRED FIFTY AND NO/100 ($550.00) DOLLARS

the said RICHARD GLENN AND WIFE ALLENA GLENN HAVE EXECUTED AND DELIVERED TO US THEIR 55 JOINT PROMISSORY NOTES, OF EVEN DATE HEREWITH, PAYABLE MONTHLY, BEGINNING ONE MONTH AFTER DATE, TO THE ORDER OF THE UNDERSIGNED EDGAR G. GERTH, EACH FOR THE PRINCIPAL SUM OF TEN DOLLARS, BUT INTEREST TO DATE AT 6% PER ANNUM HAS BEEN CALCULATED AND ADDED INTO THE FACE OR EACH OF THE NOTES THEREBY MAKING THE NOTE WHICH IS PAYABLE ON OR BEFORE ONE MONTH AFTER DATE FOR THE SUM OF $12.75 AND EACH OF THE SUCCEEDING NOTES FOR A SUM FIVE CENTS LESS THAN THE NEXT PRECEDING NOTE -

(* ACKNOWLEDGEMENT BEFORE NOTARY PUBLIC
STATE OF TENNESSEE
DAVIDSON COUNTY
PERSONALLY APPEARED BEFORE ME O.B. HOFSTETTER, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, THE WITHIN NAMED EDGAR G. GERTH, ANNIE GERTH, ALBERT GERTH AND VERNON GERTH THE BARGAINORS, WITH WHOM I AM PERSONALLY ACQUAINTED, AND WHO ACKNOWLEDGE THAT THEY EXECUTED THE WITHIN INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED.
WITNESS MY HAND AND OFFICIAL SEAL AT NASHVILLE, TENNESSEE, THIS 15TH DAY OF NOVEMBER 1943.
(SEAL) O.B. HOFSTETTER, NOTARY PUBLIC
MY COM. EXPIRES JULY 10, 1945 )

MATURITY

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, EDGAR G. GERTH, AUGUSTA ~~GERTH~~ BURGER, SELMA H. GERTH, SELMA BERGNER, CARL BERGNER, ANNIE GERTH, ALBERT GERTH AND VERNON GERTH, EACH MORE THAN TWENTY-ONE YEARS OF AGE.

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

BEING THE SOUTH TWENTY-FIVE (25) FEET OF LOT NO. 11 IN ISAAC PAUL'S PLAN OF ELYSIAN GOVE LOTS IN THE CITY OF NASHVILLE, TENNESSEE, SITUATED ON THE WEST SIDE OF SOUTH MARKET STREET (NOW SECOND AVENUE, SOUTH) BETWEEN HILL AND MALLORY STREETS. SAID LOT HEREIN CONVEYED FRONTS 25 FEET ON THE WESTERLY SIDE OF SECOND AVENUE, SOUTH, AND RUNS BACK WESTWARDLY, BETWEEN PARALLEL LINES, 135 FEET TO AN ALLEY.
BEING THE SAME PROPERTY CONVEYED TO HENRIETTA GERTH FROM AMOS T. HOOKER AND WIFE BY DEED DATED AUGUST 11, 1899, AND OF RECORD IN BOOK 239, PAGE 355, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE.
SAID HENRIETTA GERTH HAS SINCE,) ON AUGUST 21, 1917) DIED, INTESTATE, IN AND A RESIDENT OF DAVIDSON COUNTY, TENNESSEE, WITHOUT SURVIVING HUSBAND, AND LEAVING SURVIVING AS HER HEIRS AT LAW AND NEXT OF KIN, HER TWO SONS* WILLIAM E.A. GERTH AND THE UNDERSIGNED EDGAR G. GERTH- AND HER THREE DAUGHTERS - CLARA E. GERTH BERGNER, AUGUSTA GERTH BURGER AND SELMA H. GERTH.
SAID WILLIAM E.A. GERTH DIED IN THE YEAR 1938, INTESTATE, IN AND A RESIDENT OF DAVIDSON COUNTY, TENNESSEE, LEAVING SURVIVING AS HIS ONLY HEIRS AT LAW AND NEXT OF KIN A WIDOW, THE UNDERSIGNED ANNIE GERTH, AND TWO SONS, THE UNDERSIGNED ALBERT GERTH AND VERNON GERTH.
AND SAID CLARA E. GERTH BERGNER DIED IN THE YEAR 1918, INTESTATE, LEAVING SURVIVING AS HER HEIRS AT LAW AND NEXT OF KIN A HUSBAND (WHO HAS SINCE DIED); ONE DAUGHTER, THE UNDERSIGNED SELMA BERGNER; AND ONE SON, THE UNDERSIGNED CARL BERGNER.

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 13 day of JAN 1945.

Attest: J. P. Wilson DEPUTY REGISTER

Commerce Union Bank
by W. Edmund Ford
and Vice Pres.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said RICHARD GLENN AND WIFE ALLENA GLENN, 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 heirs and representatives, to warrant and forever defend the title to said real estate to said RICHARD GLENN AND WIFE, ALLENA GLENN, 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 RICHARD GLENN AND WIFE ALLENA GLENN do hereby transfer and convey unto O.B. HOFSTETTER, 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.