WE , the said ED BURSE AND WIFE MARY BURSE , 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 $ 2,000.00 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 ED BURSE AND WIFE MARY BURSE , 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 ED BURSE AND WIFE MARY BURSE 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 M. E. THROWER 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 ED BURSE AND WIFE MARY BURSE , hereunto set our hands and FRANK HIGGINS AND JOE FRANK

at, NASHVILLE , Tennessee, this the 10 day of AUGUST , 1945

WITNESS TO MARK:

M. E. THROWER

ED BURSE
HER
MARY X BURSE
MARK

FRANK HIGGINS
JOE FRANK

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, CHAS. H. RUTHERFORD, JR. , a Notary Public in and for said County and State, the within named JOE FRANK, FRANK HIGGINS, ED BURSE AND MARY BURSE

the bargainors , 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

having appeared before me privately and apart from husband , the said , 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 10 day of AUGUST 1945.

My commission expires 7-5-47

(Seal) CHAS. H. RUTHERFORD, JR.
Notary Public.

RECEIVED AUGUST 10, 1945 AT 2:01 P.M. - USRS $3.30 - DG

NUMBER 3,343 RECORDED AUGUST 11, 1945

ED MRZENA ET UX -TO- ALICE BUCHANAN

INSTALLMENT DEED

Book No. 1335

FOR AND IN CONSIDERATION of the sum of ($1,750.00) ONE THOUSAND SEVEN HUNDRED FIFTY & NO/100 DOLLARS, of which FIVE HUNDRED AND NO/100 ($500.00) DOLLARS has been paid in cash by ALICE BUCHANAN the receipt of which is hereby acknowledged, and for the remainder ($1,250.00) ONE THOUSAND TWO HUNDRED FIFTY AND NO/100 DOLLARS the said ALICE BUCHANAN HAS EXECUTED HER 63 PROMISSORY NOTES, DATED JUNE 15, 1945, PAYABLE MONTHLY TO THE ORDER OF ED MRZENA. 62 OF SAID NOTES ARE FOR THE SUM OF $20.00 EACH, AND ONE OF SAID NOTES IS FOR THE SUM OF $10.00. THE FIRST ONE OF SAID NOTES FALLS DUE ON THE 15TH. DAY OF JULY, 1945, AND ONE OF SAID NOTES FALLS DUE ON THE 15TH. DAY OF EACH SUCCEEDING MONTH UNTIL ALL OF SAID NOTES ARE PAID IN FULL ACCORDING TO THEIR TERMS.

Notes 1 thru 41 and 60 thru 62

Received, [illegible], and hereby acknowledge the satisfaction thereof and discharge the same as to the lien hereby secured. This 12 day of Aug 1960

Attest: J. P. Wilson DEPUTY REGISTER — E. Mrzena & Leo Graham adm.

I declare I am the true and lawful holder of Notes Nos. 58 and 63 secured by the within mortgage, and hereby acknowledge the satisfaction thereof and discharge the same as to the lien hereby secured. This 12 day of Aug 1960

Attest: J. P. Wilson DEPUTY REGISTER — Wm. Buchanan by H. E. Register

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 fees, a lien is expressly retained on the land herein conveyed WE, ED MRZENA AND WIFE, FRANCES MRZENA

have this day bargained and sold, and do hereby transfer and convey, unto the said ALICE BUCHANAN,

HER heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

BEING PART OF LOT NO. 401 IN MCGAVOCK, NETMORE AND OTHERS SECOND ADDITION TO NASHVILLE, CALLED THE TOWN OF MCGAVOCK, A PLAN OF WHICH IS OF RECORD IN BOOK 21, PAGE 41, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE EASTERLY MARGIN OF 18TH. AVENUE NORTH 32 FEET, MORE OR LESS, SOUTHERLY FROM THE SOUTHERLY MARGIN OF WHEELER STREET; THENCE EASTERLY IN A STRAIGHT LINE 110.3 FEET, MORE OR LESS TO A POINT IN A DEAD LINE 31.7 FEET MORE OR LESS, FROM THE SOUTHERLY MARGIN OF SAID WHEELER STREET; THENCE IN A SOUTHERLY DIRECTION, WITH SAID DEAD LINE, 97.9 FEET MORE OR LESS, TO A POINT; THENCE EASTERLY 59.4 FEET, MORE OR LESS TO THE WESTERLY MARGIN OF AN ALLEY 12.5 FEET, TO A POINT IN THE WESTERLY MARGIN OF SAID ALLEY; THENCE THEN SOUTHERLY WITH THE WESTERLY MARGIN OF SAID ALLEY WESTERLY AND PARALLEL WITH THE LINE BETWEEN LOTS NOS. 401 AND 402 ON SAID PLAN, 130.2 FEET, MORE OR LESS, TO THE EASTERLY MARGIN OF SAID 18TH AVENUE NORTH; THENCE NORTHERLY WITH THE EASTERLY MARGIN OF SAID AVENUE, 44 FEET MORE OR LESS TO THE BEGINNING, AND BEING A PART OF THE SAME PROPERTY CONVEYED TO ED MRZENA BY DEED FROM ANNIE MRZENA ET ALS BY DEED OF RECORD IN BOOK 1066, PAGE 319, SAID REGISTER'S OFFICE.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said ALICE BUCHANAN, HER heirs and assigns, forever, ME 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 ALICE BUCHANAN, 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 ALICE BUCHANAN

do hereby transfer and convey unto LOUIS F. MRZENA , 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.