WE , the said HILLARY D. BAKER AND WIFE, MATTIE ETHEL BAKER , 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 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 thereby, the same to bear interest from the date of such payment.

Now, if WE , the said HILLARY D. BAKER AND WIFE, MATTIE ETHEL BAKER , 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 HILLARY D. BAKER AND WIFE, MATTIE ETHEL BAKER 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 ELWIN WOODRUFF 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 the trusteeship.~~

In Witness Whereof, We, the said GLENN C. MCELROY, AN UNMARRIED MAN,

and HILARY D. BAKER AND WIFE, MATTIE ETHEL BAKER , hereunto set our hands

at NASHVILLE , Tennessee, this the 21 day of AUG , 19 45

GLENN C. MCELROY
HILARY D. BAKER
MATTIE ETHEL BAKER

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, S. P. NICHOLSON , a Notary Public in and for said County and State, the within named GLENN C. MCELROY, HILLARY D. BAKER AND WIFE, MATTIE ETHEL BAKER

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 , of the said X 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. X

Witness my hand and official seal at Nashville, Tennessee, this 21 day of AUG 19 45.

My commission expires 7-14-49

U.S.R.S. $1.10

RECEIVED OCT. 15, 1945 AT 12:17 P.M.

S

(Seal) S. P. NICHOLSON
Notary Public.



NUMBER 37673 R. DUE EL. OCTOBER 17TH 1945.

ERNEST R.BAKER, ----------TO-------- ELIZABETH SCHINDLER,

# INSTALLMENT DEED

Book No. 1336

FOR AND IN CONSIDERATION of the sum of NINE THOUSAND THREE HUNDRED ($9,300.00) AND NO/100 DOLLARS of which TWO THOUSAND ($2,000.00) AND NO/100 DOLLARS has been paid in cash by ELIZABETH SCHINDLER, the receipt of which is hereby acknowledged, and for the remainder ~~the said~~ $9,000.00 PAID BY THE EXECUTION OF A NOTE SECURED BY A DEED OF TRUST TO NASHVILLE TRUST COMPANY, WHICH IS HEREBY DECLARED TO BE A FIRST LIEN ON THE LAND HEREIN CONVEYED AND FOR THE BALANCE OF $2,300.00 THE SAID ELIZABETH SCHINDLER, HAS EXECUTED HER 33 PROMISORY NOTES OF EVEN DATE HEREWITH, 32 BEING FOR $70.00 EACH AND ONE THE 33RD NOTE BEING FOR $60.00, BUT INTEREST AT THE RATE OF 6% PER ANNUM HAS BEEN COMPUTED AND ADDED INTO THE FACE OF SAID NOTES, MAKING THE FIRST FOR $81.50 AND EACH NOTE THEREAFTER DECREASING 35 CENTS EXBEPT THE LAST WHICH IS FOR $60.30; THE FIRST NOTE FALLING DUE NOVEMBER 12, 1945, AND THE OTHERS MONTHLY THEREAFTER AND SAID NOTES ARE PAYABLE TO THE ORDER OF ERNEST R.BAKER,

MATURITY

all of said notes bearing six per cent interest from ~~date~~ maturity, 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 I, ERNEST R.BAKER A WIDOWER BEING THE ONLY HEIR- AT LAW OF MRS. EFFIE R.BAKER DECEASED

have this day bargained and sold, and do hereby transfer and convey, unto the said ELIZABETH SCHINDLER, UNMARRIED HER heirs and assigns, certain real estate in Davidson County, Tennessee, as follows: BEING LOT NO.180 AND THE NORTHERLY 22.5 FEET OF LOT NO.181, ON THE BELMONT LAND COMPANY'S PLAN OF LOTS, CALLED " BELMONT HEIGHTS" AS OF RECORD INBOOK 421, PAGE 34, REGISTER'S OFFICE FOR SAID COUNTY.
SAID LOT NO.180 AND THE NORTHERLY PART OF LOT NO.181 FRONT TOGETHER 105 FEET ON THE WESTERLY SIDE OF BELMONT BOULEVARD AND RUN BACK BETWEEN PARALLEL LINES 175 FEET TO AN ALLEY.
BEING THE SAME PROPERTY CONVEYED TO MRS. EFFIE R. BAKER BY TWO DEEDS ONE FROM H.D. NICHOLS JR AND WIFE OF RECORD IN BOOK 492, PAGE 555, AND THE OTHER FROM A.L.MOORE AND WIFE, OF RECORD IN BOOK 496, PAGE 612, SAID REGISTER'S OFFICE THE SAID MRS. EFFIE R.BAKER HAVING SINCE DIED.

THIS CONVEYANCE IS MADE SUBJECT TO RESTRICTIVE COVENANTS CONTAINED IN DEED FROM BELMONT LAND COMPANY TO H.D. NICHOL JR. AND WIFE, OF RECORD IN BOOK 362 PAGE 570, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE
TAXES FOR 1945 PRO RATED.

I declare that I am the true and lawful holder of ~~No.~~ Nos. 1 to 33 secured by the last ~~No.~~ Nos. and acknowledge the satisfaction thereof and discharge the same this 13 day of Feb 1947
Attest: J. P. Wilson CLERK & REGISTER
NASHVILLE TRUST CO.
By J. P. Wilson Asst Secy

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said ELIZABETH SCHINDLER, HER heirs and assigns, forever. I covenant that I AM lawfully seized and possessed of said real estate in fee simple, have good right to convey it, and that the same is unencumbered.

I, further covenant and bind MYSELF MY ELIZABETH SCHINDLER, HER heirs and representatives, to warrant and forever defend the title to said real estate to said 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 ELIZABETH SCHINDLER, do hereby transfer and convey unto ------- , 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.