we the said MILDRED S. POWELL AND T. M. POWELL, 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.

We further agree to keep the improvements on said property in good repair and preservation, and to pay all taxes and assessments levied and to be levied thereon when the same become 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 MILDRED S. POWELL AND T. M. POWELL, 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, if 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 MILDRED S. POWELL AND T. M. POWELL, 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 NOAH W. COOPER, 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 MISS WILLIE DAVIS

and MILDRED S. POWELL AND T. M. POWELL, hereunto set our hands

at NASHVILLE, Tennessee, this the 26 day of JULY, 1946

MISS WILLIE DAVIS

T. M. POWELL
MILDRED S. POWELL

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, RICHARD S. WEST, a Notary Public in and for said County and State, the within named MISS WILLIE DAVIS AND MILDRED S. POWELL AND T. M. POWELL

the bargainor S, with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And ~~she~~, 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 ~~her~~ 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 26 day of JULY, 1946.

My commission expires JAN. 9, 1947

(Seal) RICHARD S. WEST
Notary Public

RECEIVED JULY 26, 1946 AT 11:19 A.M. - USRS 41.10 - DG

WILLIAM W. BRAKE, ET UX------TO------CHARLES E. NUSSBAUM ET UX.

INSTALLMENT DEED

Book No. 1392

FOR AND IN CONSIDERATION of the sum of $3,625.00---THREE THOUSAND SIX HUNDRED TWENTY-FIVE AND NO/100 DOLLARS of which THREE THOUSAND FIFTY AND NO/100---($3,050.00)---- DOLLARS has been paid in cash by CHARLES E. NUSSBAUM AND WIFE, PAULINE S.NUSSBAUM, the receipt of which is hereby acknowledged, and for the remainder OF $575.00---FIVE HUNDRED SEVENTY-FIVE AND NO/100------- DOLLARS the said CHARLES E. NUSSBAUM AND WIFE, PAULINE S. NUSSBAUM, HAVE EXECUTED THEIR ONE JOINT PROMISSORY NOTE OF EVEN DATE HEREWITH, PAYABLE TO THE ORDER OF THE GRANTORS HEREIN, FOR THE SUM OF $575.00 WITH INTEREST AT 6% PER ANNUM, BOTH PRINCIPAL AND INTEREST PAYABLE IN MONTHLY INSTALLMENTS AS FOLLOWS; $15.00 ON THE 24TH DAY OF EACH MONTH THEREAFTER, TO BE APPLIED FIRST TO PAYMENT OF INTEREST ON THE PRINCIPAL AMOUNT OR SO MUCH THEREOF AS SHALL FROM TIME TO TIME REMAIN UNPAID, AND THE BALANCE TO BE APPLIED ON PAYMENT OF PRINCIPAL, UNTIL PAID IN FULL,

IT IS UNDERSTOOD AND AGREED THAT THE ABOVE DESCRIBED NOTE IS A SECONDARY LIEN AND SUBORDINATE TO A NOTE OF EVEN DATE HEREWITH, EXECUTED BY THE GRANTORS HEREIN, FOR THE SUM OF $1750,00, PAYABLE TO THE ORDER OF THEMSELVES AND ENDORSED BY THEM, PAYABLE IN MONTHLY INSTALLMENTS OF $19.44 EACH, INCLUDING 6% INTEREST, SAID NOTE BEING SECURED BY DEED OF TRUST TO FRANK G.MADDUX,TRUSTEE, OF RECORD IN BOOK , PAGE , REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE.

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, WILLIAM W. BRAKE AND WIFE, MATTIE B. BRAKE have this day bargained and sold, and do hereby transfer and convey, unto the said CHARLES E. NUSSBAUM AND WIFE, PAULINE S. NUSSBAUM, THEIR, heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

A LOT OF LAND IN THE 6TH, FORMERLY THE 9TH, CIVIL DISTRICT OF DAVIDSON COUNTY, TENNESSEE, BEING A PART OF THE J. S. LOGAN TRACT OF LAND, AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EASTERLY MARGIN OF LOGAN AVENUE, 150 FEET NORTH OF THE NORTHEAST CORNER OF TIMMONS AVENUE AND LOGAN AVENUE, THE NORTHWEST CORNER OF THE PROPERTY CONVEYED TO MAGGIE LOGAN ELDER BY DEED FROM MALISSA LOGAN, OF RECORD IN BOOK 566, PAGE 137, REGISTER'S OFFICE FOR SAID COUNTY; THENCE NORTHWARDLY WITH THE EASTERLY MARGIN OF SAID LOGAN AVENUE, 75 FEET, MORE OR LESS, TO THE SOUTHWEST CORNER OF THE PROPERTY CONVEYED TO WALTER H.LEGRAFF AND WIFE, BY DEED FROM MALISSA LOGAN OF RECORD IN BOOK 682, PAGE 556, SAID REGISTER'S OFFICE; THENCE EASTWARDLY WITH THE SOUTHERLY LINE OF SAID LOT, 160 FEET, MORE OR LESS, TO THE WESTERLY LINE OF THE OLD TIMMONS TRACT OF LAND, THE SOUTHEAST CORNER OF SAID LEGRAFF LOT; THENCE SOUTHWARDLY WITH THE LINE OF SAID TIMMONS TRACT, 75 FEET TO THE NORTHEAST CORNER OF SAID MAGGIE LOGAN ELDER PROPERTY; THENCE WESTWARDLY WITH HER NORTHERLY LINE, 160 FEET, MORE OR LESS TO THE BEGINNING. BEING THE SAME PROPERTY CONVEYED TO WILLIAM W. BRAKE AND WIFE, MATTIE B.BRAKE, BY DEED FROM JAMES BURTON WORSHAM AND WIFE, OF RECORD IN BOOK 1308, PAGE 86, SAID REGISTER'S OFFICE.

I declare that I am the true and lawful holder of the claim secured by the instrument within described, and hereby acknowledge the satisfaction thereof and discharge of the lien to secure the same in full. This 26 day of August 1953

TO HAVE AND TO HOLD said ~~tract or parcel of land~~ real estate, title, and interest thereto belonging, to the said CHARLES E. NUSSBAUM AND WIFE, PAULINE S.NUSSBAUM, 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 CHARLES E. NUSSBAUM AND WIFE, PAULINE S.NUSSBAUM, 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 CHARLES E. NUSSBAUM AND WIFE, PAULINE S. NUSSBAUM, do hereby transfer and convey unto L. M. NELSON, 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.