We , the said Elmer M. Bennett and wife, Lallie Bennett , 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 $1700.00 fire and windstorm 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 Elmer M. Bennett and wife, Lallie Bennett , 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 Elmer M. Bennett and wife, Lallie Bennett 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 Abe Pilsk , 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 Clara Spiegel Oreskes

and Elmer M. Bennett and wife, Lallie Bennett , hereunto set our hands

at Nasnville , Tennessee, this 12 day of September , 1946.

Clara Spiegel Oreskes
Elmer M Bennett
Lallie Bennett

Notarized this 16th day of Sept. 1946 at Chicago, Ill.

(Seal) By Florence Brand- Notary Public

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, Fannie R. Wright , a Notary Public in and for said County and State, the within named Elmer M. Bennett and wife, Lallie Bennett

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

Witness my hand and official seal at Nashville, Tennessee, this 21st day of September , 1946.

My commission expires Oct. 4, 1948

(Seal) Fannie R. Wright
Notary Public

STATE OF ~~TENNESSEE, DAVIDSON~~ ILLINOIS COOK COUNTY.

Personally appeared before me, Florence Brand , a Notary Public in and for said County and State, the within named Clara Spiegel Oreskes

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

Witness my hand and official seal at ~~Nashville, Tennessee,~~ Chicago, Illinois this 16th day of September , 1946.

My commission expires July 11, 1947

(Seal) Florence Brand
Notary Public.

USRS $2.75

Received Sept. 24, 1946 at 9:37 A.M. MS

INSTALLMENT DEED

Book No. 1397

FOR AND IN CONSIDERATION of the sum of ONE THOUSAND NINE HUNDRED FIFTY($1,950.00) DOLLARS of which THREE HUNDRED NINETY ($390.00) DOLLARS has been paid in cash by EVERETT WONDER AND WIFE, CLARA WONDER , the receipt of which is hereby acknowledged, and for the remainder THE SAID EVERETT WONDER AND CLARA WONDER DOLLARS ~~XXXX~~ HAVE EXECUTED THEIR III NOTES FOR $18.01 AND 1 NOTE FOR $6.00, INTEREST HAVING BEEN CALCULATED INTO THE FACE OF SAID NOTES: ALL OF SAID NOTES ARE OF EVEN DATE HEREWITH, ARE PAYABLE TO THE ORDER OF MARGARET R. JACOBS; THE FIRST OF SAID NOTES IS DUE ON THE 25TH DAY OF OCT. 1946, AND THEN ONE NOTE IS DUE AND PAYABLE ON THE 25TH DAY OF EACH MONTH THEREAFTER,

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 fees, a lien is expressly retained on the land herein conveyed

WE, JULIUS JACOBS AND WIFE, MARGARET R. JACOBS,

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

BEING THE WESTERLY 35 FEET OF LOT NO.10 IN THE FAIRFIELD VILLAGE PLAN OF LOTS, AS OF RECORD IN BOOK 21, PAGE 82, R.O.D., TENNESSEE. SAID PART OF LOT NO.10 FRONTS 35 FEET ON THE NORTHERLY SIDE OF HERMITAGE AVENUE, FORMERLY FILLMORE STREET, OR THE LEBANON PIKE, AND RUNS BACK BETWEEN PARALLEL LINES, 175 FEET, MORE OR LESS, TO AN ALLEY, AND BEING THE SAME PROPERTY CONVEYED TO MARGARET R. JACOBS, BY DEED OF RECORD IN BOOK - PAGE R.O.D.C. TENNESSEE.

COPY OF RELEASE
BOOK NO. 3446 PAGE NO. 527
R.O.D.C., TENN.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said EVERETT WONDER AND CLARA WONDER, AND THEIR heirs and assigns, forever, WE covenant that WE ARE lawfully seized and possessed of said real estate in fee simple, have a good right to convey it, and that the same is unencumbered. EXCEPT FOR TAXES FOR 1946, WHICH ARE PRORATED AND ASSUMED BY THE CONVEYEES HEREIN. WE further covenant and bind OURSELVES, OUR heirs and representatives, to warrant and forever defend the title to said real estate to said EVERETT WONDER AND CLARA WONDER AND 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 EVERETT WONDER AND CLARA WONDER do hereby transfer and convey unto ECKIN GARFINKLE , 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.