WE , the said MANUEL ISAAC LOWENSETIN AND OLLIE BEAL SULLIVAN , 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 $ 5100.00 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 MANUAL ISAAC LOWENSTEIN AND OLLIE BEAL SULLIVAN , 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 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 MANUEL ISAAC LOWENSETIN AND OLLIE BEAL SULLIVAN, 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 MARVIN K. BARRY 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 PAULINE ALDERSON,

and MANUEL ISAAC LOWENSTEIN AND OLLIE BEAL, SULLIVAN , hereunto set our hands

at NASHVILLE , Tennessee, this the 21ST day of OCTOBER , 19 39 .

PAULINE ALDERSON
MANUEL ISAAC LOWENSTEIN
OLLIE BEAL SULLIVAN

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, GAYNELLE PARSONS , a Notary Public in and for said County and State, the within named PAULINE ALDERSON, MANUEL ISAAC LOWENSTEIN AND OLLIE BEAL SULLIVAN, ALL UNMARRIED, 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

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 21ST day of OCTOBER 19 39 .

My commission expires OCTOBER 8, 1941

(Seal) GAYNELLE PARSONS
Notary Public.

U.S.R.S. $2.00

REC'D OCT 23, 1939 AT 10;18 A.M.

TP

INSTALLMENT DEED

Book No. 794

FOR AND IN CONSIDERATION of the sum of ONE HUNDRED SEVENTY (170) DOLLARS

of which THIRTY FIVE (35) DOLLARS has been paid in cash by JOE E. KINZER AND WIFE MARGARET L.KINZER, ONE HUNDRED THIRTY FIVE (135) , the receipt of which is hereby acknowledged, and for the remainder DOLLARS

the said JOE E. KINZER AND WIFE MARGARET L. KINZER HAVE EXECUTED THEIR PROMISSORY NOTES OF EVEN DATE HEREWITH PAYABLE AS FOLLOWS;

FORTY FIVE (45) DOLLARS PAYABLE ON THE 10TH DAY OF OCTOBER 1940;
FORTY FIVE (45) DOLLARS PAYABLE ON THE 10TH DAY OF OCTOBER 1941
FORTY FIVE (45) DOLLARS, PAYABLE ON THE 10TH DAY OF OCTOBER, 1942.

TOGETHER WITH INTEREST ON EACH INSTALMENT FROM DATE AT THE RATE OF SIX(6) PER CENT PER ANNUM PAYABLE AT THE MATURITY DATE OF SUCH INSTALMENT.
AND PROVIDING FOR PAYMENT OF ATTORNEY 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, THE LIFE & CASUALTY INSURANCE COMPANY OF TENNESSEE HAVE THIS DAY BARGAINED AND SOLD AND DO HEREBY TRANSFER AND CONVEY UNTO THE SAID JOE E.KINZER AND WIFE MARGARET L.KINZER, THEIR HEIRS AND ASSIGNS, CERTAIN REAL ESTATE IN DAVIDSON COUNTY TENNESSEE, AS FOLLOWS 547
BEING LOT 6 BLOCK 21, DABBS AND ELLIOTT SUBDIVISION DUPONTONIA AS RECORDED IN BOOK 546, PAGE 127 OF, REGISTER'S OFFICE DAVIDSON COUNTY TENNESSEE.
SAID LOT 6 FRONTS 50 FEET ON THE WESTERLY SIDE OF 28TH STREET, AND RUNS BACK BETWEEN PARALLEL LINES A DISTANCE OF 144 FEET TO A 10 FOOT ALLEY.
BEING PART OF THE PROPERTY CONVEYED BY DEED OF A.M.BURTON TRUSTEE TO LIFE & CASUALTY INSURANCE COMPANY OF TENNESSEE, DATED JANUARY 6, 1932, AND RECORDED IN BOOK 546, PAGE 547
SAID REGISTER'S OFFICE
TAXES FOR THE YEAR 1939, TO BE PRO RATED AS OF DATE OF DEED.
THE PURCHASER IS HEREBY GRANTED THE PRIVILEGE OF MAING ONE, ONE-HALF INCH WATER TAP CONNECTION TO THE WATER LINE OF THE DUPONTONIA WATER COMPANY ADJACENT TO THE ABOVE DESCRIBED PROPERTY AND AGREES TO ACCEPT AND PERMIT THE INSTALLATION OF ONE STANDARD WATER METER TO BE FURNISHED AND INSTALLED BY THE DUPONTONIA WATER COMPANY AND PAID FOR BY THE PURCHASER. ALL INSTALLATION AND CONNECTION CHARGES OF MAING THE ONE HALF INCH CONNECTION AND INSTALLATING THE METER- IS TO B E BORNE BY AND PAID BY THE PURCHASER.

~~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~~

have this day bargained and sold, and do hereby transfer and convey, unto the said heirs and assigns, certain real estate in Davidson County, Tennessee. as follows:

AND THE PURCHASER AGREES FOR THEMSELVES THEIR HEIRS AND ASSIGNS, TO PAY THE DUPONTONIA WATER COMPANY FOR ALL WATER PASSING THROUGH THE METER AT RATES ESTABLISHED BY THE DUPONTONIA WATER COMPANY, ITS SUCCESSORS,OR ASSIGNS.
THIS CONVEYANCE IS MADE SUBJEDT TO THE FOLLOWING RESTRICTIONS;
1; THAT ALL BUILDINGS ERECTED ON SAID LAND SHALL BE OF UNIFORM DISTANCE FROM THE PROPERTY LINES, WHICH SHALL IN NO INSTANCE BE NEARERS THAN 18 FEET FROM SAID PROPERTY LINES.
2; THAT THE PREMISES AND NO PART THEREOF SHALL BE SOLD, ALIENED CONVEYED OR DEVISED TO ANY PERSON OF AFRICAN BLOOD OR DESCENT , AND THAT NO PERSON OF AFRICAN BLOOD OR DESCENT SHALL OWN OR ACQUIRE TITLE THERETO EITHER IN FEE OR OTHERWISE OR AS TENANTS OR LESSEES, BUT THIS COVENANT DOES NOT PRECLUDE OR PROHIBIT PERSONS OF AFRICAN BLOOD OR DESCENT FROM LIVING ON THE SAID PREMISES IN THE CAPACITY OF SERVANTS .
THE FOREGOING STIPULATIONS, COVENANTS AND CONDITIONS ARE AND SHALL BE BINDING AND OBLIGATORY UPON AND SHALL BE OBSERVED BY THE SAID GRANTEES AND HEIRS, DEVISES OR ASSIGNS, UNTIL THE FIRST DAY OF JANUARY 1940. AND IT IS EXPRESSLY AGREED THAT ALL AND EVERY OF SAID STIPULATIONS, COVENANTS AND CONDITIONS ATTACH TO AND RUN WITH THE LAND AND SHALL BE BINDING AND OBLIGATORY UPON ALL AND EVERY PERSON OR PERSONS WHO NOW OR THEREAFTER SHALL POSSESS OCCUPY AND USE SAID PREMISES OR ANY PART THEREOF OR ANY BUILDING OR STRUCTURE THEREON, UNDER ANY TENURE WHATSOEVER.

SEWERAGE RESTRICTIONS, THE SEWERAGE RIGHTS BY VIRTUE OF SEWER LINES NOW ON THIS PROPERTY ARE NOT EXCLUSIVE TO THE PURCHASERS HEREIN BUT ARE HEREBY RESERVED FOR THE COMMON USE OF OTHER DUPONTONIA PROPERTY WITH FULL RIGHT AND PRIVILEGE TO MAKE ANY CONNECTIONS, THERETO.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said JOE KINZER, AND WIFE MARGARET L. KINZER, 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 SUCCESSORS, heirs and representatives, to warrant and forever defend the title to said real estate to said JOE E.KINZER AND WIFE MARGARET L. KINZER, 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 JOE E. KINZER, AND WIFE MARGARET L. KINZER, do hereby transfer and convey unto P.M.ESTES 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.

I certify that I am the true and lawful holder of the claim secured by this instrument and have received the sum therein mentioned and hereby acknowledge the satisfaction thereof and release the same this 27 day of Dec 1941
Life & Casualty Ins. Co. of Tenn
By Leo Parsons