NO. 36886 RECORDED OCT 31, 1928. LEONA DANIELS ROTH ET ALS TO CHARLES PHILLIPS.

Steger-Miller

INSTALLMENT DEED

FOR AND IN CONSIDERATION of the sum of ($1.00) ONE & NO/100 DOLLARS
of which ONE & NO/100 ($1.00) DOLLARS has been paid in cash by
CHARLES PHILLIPS, the receipt of which is hereby acknowledged, and for ~~the remainder~~
the said DOLLARS

A FURTHER CONSIDERATION THE SAID CHARLES PHILLIPS HAS EXECUTED HIS TWO PROMISSORY NOTES OF EVEN DATE HEREWITH, IN THE SUM OF $125.00 EACH, PAYABLE TO THE ORDER OF R.E.POWER AND LEONA DANIELS ROTH ON OR BEFORE SIX AND TWELVE MONTHS AFTER DATE, BEARING INTEREST AT THE RATE OF 6%, AND BEING A FIRST LIEN ON LOT NO.7 ONLY AS HEREINAFTER DESCRIBED.

AND AS A FURTHER CONSIDERATION THE SAID CHARLES PHILLIPS HAS ALSO EXECUTED HIS TWO PROMISSORY NOTES, OF EVEN DATE HEREWITH, IN THE SUM OF $125.00 EACH, PAYABLE TO THE ORDER OF R.E. POWER AND LEONA DANIELS ROTH ON OR BEFORE SIX AND TWELVE MONTHS AFTER DATE BEARING INTEREST AT THE RATE OF 6%. AND BEING A FIRST LIEN ON LOT NO.8 ONLY AS HEREINAFTER DESCRIBED,

The entire debt secured herein having been paid in full to the lawful owners and holder thereof, we hereby release the lien on the within described property held to secure the payment of said debt. This 3 day of Nov. 1930.
Attest: D.J. Tatt. Deputy Register. Geo. F. Roth

~~IN WHICH EVENT THE WHOLE DEBT SHALL BECOME DUE AND PAYABLE AT ONCE~~, and providing for payments 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

WE, R.E.POWER (UNMARRIED) AND LEONA DANIELS ROTH AND HUSBAND GEORGE F.ROTH,

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

CHARLES PHILLIPS, HIS heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

FIRST: BEING LOT NO.7 ON BLOCK "A" ON THE MAP OF POWER & ROTH'S RE-SUBDIVISION OF PART OF MADISON PARK SUBDIVISION, AS OF RECORD IN BOOK 547, PAGE 165, REGISTERS OFFICE FOR DAVIDSON COUNTY, TENNESSEE.
SAID LOT NO.7 FRONTS 59 FEET ON THE SOUTHERLY SIDE OF NEELY'S BEND ROAD, AND RUNS BACK 178.3 FEET ON THE WESTERLY LINE, AND 200 FEET ON THE EASTERLY LINE, TO THE NORTHERLY LINES OF LOTS NOS. 1 AND 11 ON SAID PLAN, AND SHOWS 40 FEET ON THE NORTHERLY LINE OF LOT NO.10 and 59 feet to the initial beginning
SECOND: BEING LOTS NOS. 6, 9, AND 10 OF BLOCK "A" ON THE PLAN OF POWER & ROTH'S RE-SUBDIVISION OF PART OF MADISON PARK SUBDIVISION, AS OF RECORD IN BOOK 547, PAGE 165, REGISTERS OFFICE FOR DAVIDSON COUNTY, TENNESSEE.
SAID LOTS NOS. 6,9 AND 10 FRONT TOGETHER 180 FEET ON THE SOUTHERLY SIDE OF NEELY'S BEND ROAD AND RUNS BACK BETWEEN PARALLEL LINES WITH THE WESTERLY MARGIN OF ARGLE AVENUE, 200 FEET TO THE NORTHERLY LINE OF LOT NO.11 ON SAID PLAN.
BEING THE SAME PROPERTY CONVEYED TO THE UNDERSIGNED R.E.POWER AND LEONA DANIELS ROTH BY DEEDS OF RECORD IN BOOK 613, PAGE 542, AND BOOK 699, PAGE 89, OF THE REGISTERS OFFICE FOR DAVIDSON COUNTY, TENNESSEE.
SAID PROPERTY SHALL BE USED FOR RESIDENTIAL PURPOSES ONLY AND NO RESIDENCE SHALL BE CONSTRUCTED SO THAT ITS FRONT LINE INCLUDING PORCHES SHALL BE CLOSER THAN FIFTY FEET FROM THE FRONT LINE OF THE LOT, AND NOT MORE THAN ONE RESIDENCE SHALL BE CONSTRUCTED ON ANY ONE LOT. NO RESIDENCE SHALL BE CONSTRUCTED ON THE WITHIN CONVEYED LOTS TO COST LESS THAN $3500.00. A RIGHT-OF-WAY FOR THE USE OF TELEPHONE POLES, LIGHT POLES AND SEWERAGE LINES IS RESERVED ALONG THE REAR LINE OF EACH LOT HEREIN CONVEYED.
NO RESIDENCE OF ANY KIND SHALL BE MAINTAINED OR ALLOWED ON THE PREMISES NOR ANY USE THEREOF MADE OR PERMITTED WHICH SHALL CONSTITUTE A NUISANCE OR BE NOXIOUS OR DANGEROUS TO HEALTH.
NEITHER THE PREMISES, NOR ANY PART THEREOF, ON SAID PROPERTY SHALL BE SOLD, DEVISED, ALEIGNED OR CONVEYED TO ANY PERSON OR PERSONS OF AFRICAN BLOOD OR DESCENT AND NO PERSON OF AFRICAN BLOOD OR DESCENT SHALL OWN OR ACQUIRE TITLE THERETO IN FEE OR OTHERWISE, OR AS LESSEES OR TENANTS, BUT THIS COVENANT DOES NOR PRECLUDE OR PROHIBIT SUCH PERSONS OF AFRICAN DESCENT FROM LIVING ON SAID PREMISES IN THE CAPACITY OF SERVANTS.
NO SWINE SHALL BE ALLOWED TO BE KEPT ON SAID PROPERTY.
ANY GARAGE OR OTHER OUTBUILDINGS ERECTED ON LOT NO.10 IN BLOCK "A" SHALL BE CONSTRUCTED SO THAT THE REARSIDE OF SAID GARAGE OR OUTBUILDINGS SHALL BE WITHIN THREE FEET OF THE INSIDE LOT LINE OF SAID LOT AND NOT CLOSER THAN 40 FEET OF THE REAR LINE OF SAID LOT.
AND THE UNDERSIGNED, J.S.WILES, JOINS IN THIS DEED AND FOR THE CONSIDERATION OF ONE DOLLAR IN HAND PAID AND OTHER VALUABLE CONSIDERATIONS AND HEREBY DECLARES THAT HE IS THE TRUE AND LAWFUL OWNER AND HOLDER OF THE ENTIRE INDEBTEDNESS SECURED BY A DEED OF TRUST MADE BY LEONA DANIELS ROTH AND HUSBAND TO LITTELL RUST, TRUSTEE, OF RECORD IN BOOK 652, PAGE 291, SAID REGISTERS OFFICE; ALSO THE ENTIRE INDEBTEDNESS SECURED BY A VENDOR'S LIEN RETAINED IN THE DEED

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said CHARLES PHILLIPS, HIS 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 unincumbered

WE further covenant and bind OURSELVES OUR heirs and representatives, to warrant and forever defend the title to said real estate to said CHARLES PHILLIPS, HIS 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 PHILLIPS AND WIFE ETHEL GLADYS PHILLIPS do hereby transfer and convey unto A.J.LINX, Trustee, his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title, and interest thereto belonging, for the purposes aforesaid only.

FROM LEONA DANIELS ROTH AND HUSBAND TO R.E.POWER OF RECORD IN BOOK 699 PAGE 89, REGISTERS OFFICE FOR SAID COUNTY, AND HEREBY RELEASES AND DISCHARGES SAID LIEN AS TO THE LAND HEREIN CONVEYED BUT NO FURTHER OR OTHERWISE.

----- , the said ---- ----- ---- , 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 notes, as his interest may appear.

------- further agrees to keep the improvements on said property in good repair and preservation, and to pay all taxes and and assessments thereon, and to pay them when due; and in case ------- 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 herein, the same to bear interest from the date of such payment.

Now, if I, the said CHARLES PHILLIPS, 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 I fail to pay any 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, I 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 conveyence.

I 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. I 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 CHARLES PHILLIPS, HIS 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-matured 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 A.J.LINX 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 R.E.POWER AND LEONA DANIELS ROTH AND HUSBAND GEO.F.ROTH and CHARLES PHILLIPS AND WIFE ETHEL GLADYS PHILLIPS, hereunto set our hands at NASHVILLE, Tennessee, this the 22 day of OCTOBER, 19 28.

LEONA DANIELS ROTH
GEO.F.ROTH
J.S.WILES,
R.E.POWER
CHARLES PHILLIPS
ETHEL GLADYS PHILLIPS

ACK BEFORE N P
STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, EDGAR C.ALLEN, a Notary Public in and for said County and State, the within-named R.E.POWER AND LEONA DANIELS ROTH AND HUSBAND GEORGE F.ROTH AND CHARLES PHILLIPS AND WIFE ETHEL GLADYS PHILLIPS AND J.S.WILES, JR. the bargainor S, with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And ETHEL GLADYS PHILLIPS AND LEONA DANIELS ROTH / CHARLES PHILLIPS AND GEO.F.ROTH, wiVES of the said having appeared before me privately and apart from THEIR husband S, the said ETHEL GLADYS PHILLIPS AND LEONA DANIELS ROTH / , acknowledged the execution of the said instrument to have been done by THEM freely, voluntarily, and understandingly, without compulsion or constraint from THEIR said husband S, and for the purposes therein expressed.

Witness my hand and official seal at NASHVILLE, Tennessee, this 24TH day of OCT, 19 28.
My commission expires on the 5TH day of JULY, 1929. (Seal) EDGAR C.ALLEN Notary Public.

RECD OCT 26, 1928 AT 3.45 P M

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, , a Notary Public in and for said County and State, the within-named the bargainor, with whom I am personally acquainted, and who acknowledged that executed the within instrument for the purposes therein contained.

And , wi 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 , Tennessee, this day of , 19 .
My commission expires on the day of , 19 . (Seal)
Notary Public.