NUMBER 31419 RECORDED JULY 9 1928 M N YOUNG ET UX TO MRS EDNA S STRATTON

Stager-Miller

INSTALLMENT DEED

FOR AND IN CONSIDERATION of the sum of FIVE HUNDRED TWELVE AND 50/100 ($512.50) DOLLARS of which ONE HUNDRED TWO AND 50/100. DOLLARS has been paid in cash by MRS EDNA S STRATTON AND HUSBAND C T STRATTON, the receipt of which is hereby acknowledged, and for the remainder ~~DOLLARS~~ the said MRS EDNA S STRATTON AND HUSBAND C T STRATTON., HAVE THIS DAY EXECUTED THEIR FORTY PROMISSORY NOTES IN THE PRINCIPAL SUM OF $10.25 EACH HOWEVER THE INTEREST HAS BEEN COMPUTED AND ADDED TO THE FACE OF EACH NOTE MAKING THE FIRST NOTE IN THE AMOUNT OF $12.30 AND THE REMAINING NOTES ARE TO DECREASE AT THE RATE OF FIVE CENTS PER MONTH THE FIRST OF SAID NOTES BEING DUE AND PAYABLE ON OR BEFORE THE SIXTH DAY OF JULY 1928 AND ONE ON OR BEFORE THE SAME DAY OF EACH SUCCEEDING MONTH THEREAFTER UNTIL ALL ARE PAID.,

The entire debt secured herein having been paid in full to me, the lawful owner and holder of said notes, I hereby release the lien on the within described property, held to secure the payment of said debt. This 25 day of June 1928.
Witness: [illegible] Deputy Register

MATURITY

all of said notes bearing six per cent interest from date, 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 M N YOUNG AND WIFE RUBY M YOUNG, have this day bargained and sold, and do hereby transfer and convey, unto the said MRS EDNA S STRATTON AS HER SEPARATE ESTATE, FREE FROM THE MARITAL RITES OF HER PRESENT OR ANY FUTURE HUSBAND SHE MAY HAVE HER heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

BEING LOT NO 37 IN M N YOUNG PARK VIEW SUBDIVISION A PLAN OF WHICH IS OF RECORD IN BOOK 547 PAGE 173 REGISTERS OFFICE FOR SAID COUNTY., BEGINNING AT A POINT BEING THE SOUTHWESTERLY CORNER OF LOT 36 AND THE NORTHWESTERLY CORNER OF LOT 37 DESCRIBE AN ARC OF A CIRCLE WITH A RADIUS OF 57 FEET IN A SOUTHEASTERLY DIRECTION RUNNING THENCE WITH THE ARC OF THIS CIRCLE ALONG THE EASTERLY MARGIN OF PARK VIEW CIRCLE 116 FEET TO A POINT ON GLENNWOOD AVENUE THIS BEING THE FRONTAGE OF SAID LOT 37; THENCE ALONG THE NORTHERLY MARGIN OF GLENNWOOD AVENUE 170 FEET TO SAID DEAD LINE., AND I NEWMAN CHEEK BEING THE LAWFUL OWNER AND HOLDER OF TWO NOTES OF $8500.00 EACH DATED MARCH 10 1928 SIGNED BY M N YOUNG WHICH DEED IS OF RECORD IN BOOK 805 PAGE 372 R O D C TENNESSEE JOIN HEREIN AND HEREBY RELEASE ALL LIEN OR CLAIM RETAINED IN SAID DEED TO SECURE SAID NOTES ON THE PROPERTY HEREIN CONVEYED BUT NO FURTHER OR OTHERWISE., IT IS EXPRESSLY COVENANTED AND AGREED BY AND BETWEEN THE PARTIES HERETO THAT:- 1. NO NUISANCE WILL BE MAINTAINED OR ALLOWED TO BE MAINTAINED BY THE GRANTEE ON THE SAID PROPERTY; 2. NO SWINE WILL BE ALLOWED TO BE KEPT ON SAID PROPERTY 3 SAID PROPERTY IS TO BE USED FOR RESIDENTIAL PURPOSES ONLY AND NO RESIDENCE OR OTHER BUILDING SHALL BE ERECTED OR KEPT WHOLLY OR PARTIALLY WITHIN 35 FEET FROM THE FRONT LINE OF THE DEDICATED STREET ON WHICH THE LOT FRONTS; AS SHOWN ON THE SAID RECORDED PLAT AND NO RESIDENCE WILL BE ERECTED ON THE SAID PROPERTY AT A COST OF LESS THAN $5000.00 EXCEPT AS FOR LOTS 1 TO 10 INCLUSIVE, WHICH MUST NOT BE ERECTED OR KEPT WITHIN 100 FT AND NOT TO COST LESS THAN $6500.00 AS TO LOTS NOS 24,35 AND 47 RESIDENCES MUST FACE EACH ON HILLCREST AVENUE. 4. NEITHER THE PROPERTY HEREIN CONVEYED OR ANY PART THEREOF, SHALL BE CONVEYED TO PERSONS OF AFRICAN BLOOD OR DESCENT, AND NO PERSON OF AFRICAN BLOOD SHALL BE PERMITTED TO OWN OR OCCUPY THE PREMISES EXCEPT IN THE CAPACITY OF SERVANTS; 5 ALL OUT BUILDINGS ON CORNER LOTS SHALL BE BUILT ON THE INSIDE AND BACK LINES OF THE SAID PROPERTY. THE FOREGOING RESTRICTIONS SHALL BE COVENANTS RUNNING WITH THE SAID LAND AND BINDING UPON THE GRANTEE HEREIN HER HEIRS OR ASSIGNS FOR A PERIOD OF THIRTY (30) YEARS FROM THE DATE OF THIS DEED.,

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said MRS EDNA S STRATTON HER heirs and assigns, forever, WE M N YOUNG AND WIFE RUBY M YOUNG 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 EXCEPT BY THE BUILDING RESTRICTIONS AND OTHER RESTRICTIONS AS TO USE, ETC SET OUT HEREINABOVE WE THE SAID M N YOUNG AND WIFE RUBY M YOUNG further covenant and bind OURSELVES OUR heirs and representatives, to warrant and forever defend the title to said real estate to said MRS EDNA S STRATTON HER., 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 MRS EDNA S STRATTON AND HUSBAND C T STRATTON., do hereby transfer and convey unto FRANK G MADDUX, Trustee, his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title, and interest thereto belonging, for the purposes aforesaid only.

, the said ~~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.~~ WE MRS EDNA S STRATTON AND HUSBAND C T STRATTON do hereby agree to 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 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 herein, the same to bear interest from the date of such payment.

~~Now, if , the said 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 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, -- 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.

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 MRS EDNA S STRATTON HER 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 Trustee, shall be vested in said successor. FRANK G MADDUX.,

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 PARTIES TO THIS INSTRUMENT HAVE HEREUNTO SIGNED THEIR NAMES AT and , ~~hereunto set our hands~~ at NASHVILLE, Tennessee, this the SIXTH day of JUNE, 19 28

M N YOUNG
RUBY M YOUNG
NEWMAN CHEEK
EDNA S STRATTON
C T STRATTON.

ACKNOWLEDGMENT BEFORE NOTARY PUBLIC.

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, WM R MADDUX a Notary Public in and for said County and State, the within-named M N YOUNG, RUBY M YOUNG C T STRATTON AND EDNA S STRATTON AND NEWMAN CHEEK the bargainor S, with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And RUBY M YOUNG AND EDNA S STRATTON M N YOUNG AND C T STRATTON, wi VES of the said having appeared before me privately and apart from THEIR husbandS, the said RUBY M YOUNG AND EDNA C STRATTON, acknowledged the execution of the said instrument to have been done by THEM freely, voluntarily, and understandingly, without compulsion or constraint from THEIR said husbandS, and for the purposes therein expressed.

Witness my hand and official seal at NASHVILLE., Tennessee, this 27 day of JUNE, 19 28

My commission expires on the 5 day of JAN, 19 29 (Seal) WM R MADDUX

Notary Public.

GRANTOR HEREBY GRANTS TO SAID GRANTEE THE RIGHT TO MAKE ONE THREE FOURTH INCH (¾") CONNECTION WITH ITS WATER MAINS, FOR EACH LOT HEREIN CONVEYED, WHENEVER SAID GRANTEE STARTS CONSTRUCTION ON SAID LOT OR LOTS.

THE FOREGOING CONDITIONS, RESTRICTIONS AND OBLIGATIONS IMPOSED HEREIN ARE HEREBY EXPRESSLY AGREED TO BE COVENANTS RUNNING WITH THE SAID LAND ABOVE DESCRIBED AND SHALL BE BINDING ON THE CONVEYEE OR CONVEYEES UNDER THIS DEED, THEIR HEIRS OR ASSIGNS. AND THE SAID LAND ABOVE DESCRIBED IS OPERATED WITH ALL OF THE SAID TERMS CONDITIONS AND OBLIGATIONS. RELATING TO THIS WATER RIGHT.,

REC'D JUNE 29 1928 AT 10:18 A. M.