NUMBER 32141 RECORDED JULY 19TH., 1923

GLENN MC ELROY TO DEED ALFRED D.PARKER, ET UX

Steger-Miller

INSTALLMENT DEED

FOR AND IN CONSIDERATION of the sum of SEVEN THOUSAND ($7000.00) DOLLARS
of which ELEVEN HUNDRED TWENTY SIX AND 45/100 DOLLARS has been paid in ~~cash~~ XX
OTHER PROPERTY AND ACCEPTED AS CASH, BY ALFRED D.PARKER AND WIFE MINNIE WHITE PARKER, the receipt of which is hereby acknowledged, and for the remainder
OF ($5873.55) FIFTY EIGHT HUNDRED SEVENTY THREE AND 55/100 DOLLARS
the said ALFRED D.PARKER AND WIFE MINNIE WHITE PARKER, HAVE ASSUMED AND AGREED TO PAY A MORTGAGE OF $3000 EXECUTED BY GLENN C. MC ELROY TO E.E.MURRY, TRUSTEE, JUNE 1,1928, DUE THREE YEARS AFTER DATE WITH INTEREST AT 6% PAYABLE SEMI-ANNUALLY AND FOR THE REMAINDER OF $2873.55 THE SAID ALFRED D.PARKER AND WIFE MINNIE WHITE PARKER, HAVE EXECUTED TO GLENN C. MC ELROY, THEIR 53 PROMISSORY NOTES OF EVEN DATE HEREWITH, 51 OF WHICH ARE FOR FORTY ($40.) DOLLARS EACH, DUE MONTHLY, AND ONE IS FOR $33.55, BEING THE 52ND NOTE, AND ONE IS FOR $800.00 DUE TWO YEARS AFTER DATE WITH INTEREST AT 6% PER ANNUM, PAYABLE SEMI-ANNUALLY AND BEING A THIRD LIEN UPON THE PROPERTY HEREIN CONVEYED, THE FIRST MONTHLY NOTE OF $40.00 FALLS DUE ON THE 13TH DAY OF AUGUST,1928, AND THE OTHERS CONSECUTIVELY ON THE 13TH DAY OF EACH SUCCEEDING MONTH THEREAFTER UNTIL ALL NOTES AND INTEREST ARE FULLY PAID.

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

I, GLENN C.MC ELROY, UNMARRIED

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

ALFRED D.PARKER AND WIFE MINNIE WHITE PARKER, THEIR heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

BEING LOT NO.141 ON THE MAP OF EASTDALE PLACE, AS OF RECORD IN BOOK 547 PAGES 29 AND 30, REGISTERS OFFICE FOR DAVIDSON COUNTY, TENNESSEE.
SAID LOT NO.141 FRONTS 80 FEET ON THE NORTHERLY SIDE OF ~~EAST DALE~~ Eastdale AVENUE AND RUNS BACK 211.81 FEET ON THE WEST LINE AND 231.6 FEET ON THE EAST LINE TO A DEAD LINE, AND MEASURES 82.4 FEET ON SAID DEAD LINE, AND REFERS TO BOOK 633 PAGE 469, R.O.D.C. TENN., FOR TITLE.
BEING THE SAME PROPERTY CONVEYED TO GLENN MC ELROY BY COMMERCE UNION BANK, TRUSTEE AS OF RECORD IN BOOK 727 PAGE 32, OF THE REGISTERS OFFICE FOR DAVIDSON COUNTY, TENNESSEE
AS A FURTHER CONSIDERATION OF THE TRANSFER OF THIS PROPERTY TO US BY GLENN MC ELROY WE ALFRED D.PARKER AND WIFE HEREBY EXPRESSLY COVENANT AND AGREE BINDING OURSELVES, OUR HEIRS, SUCCESSORS, OR ASSIGNS, TO AND WITH THE SAID GLENN MC ELROY, HIS SUCCESSORS OR ASSIGNS AS FOLLOWS:

FIRST: THAT NO SHOP, STORE, FACTORY, OR OTHER BUSINESS OR ANY KIND, HOSPITAL, ASYLUM, OR INSTITUTION OF LIKE OR KINDRED NATURE AND NO CHARITABLE INSTITUTION SHALL BE ERECTED AND MAINTAINED ON PROPERTY HEREIN CONVEYED, BUT THE PREMISES SHALL BE OCCUPIED AND USED FOR RESIDENCE PURPOSES ONLY AND NOT OTHERWISE.
SECOND: THAT NO DWELLING COSTING LESS THAN $3500.00 SHALL BE ERECTED OR KEPT ON SAID LOTS HEREIN CONVEYED
THIRD: THAT NO RESIDENCE OR DWELLING OR OTHER STRUCTURE SHALL BE ERECTED OR KEPT ON SAID LAND WHOLLY OR PARTLY WITHIN 30 FEET OF THE FRONT LINE OF THE STREET OR AVENUE, ON WHICH IT FRONTS, AND NO GARGAE, COAL HOUSE OR OTHER OUTHOUSE BUILDING SHALL BE ERECTED OR KEPT ON SAID LAND WHOLLY OR PARTLY, WITHIN 80 FEET ON THE FRONT OF SAID STREET OR AVENUE, ON WHICH SAID PROPERTY FRONTS.
FOURTH: THAT THE PREMISES NOR ANY PART THEREOF, SHALL NOT BE SOLD, ALIENED, CONVEYED OR DEVISED TO ANY PERSON OR PERSONS OF AFRICAN BLOOD OR DESCENT, AND THAT NO PERSON OR PERSONS OF AFRICAN BLOOD OR DESCENT SHALL ACQUIRE TITLE THERETO IN FEE OR OTHERWISE, OR AS TENANTS OR LESSEES, BUT THIS COVENANT DOES NOT PRECLUDE OR PROHIBIT PERSONS OR PERSONS OF AFRICAN BLOOD OR DESCENT FROM LIVING IN THE CAPACITY AS SERVANTS, ON SAID PREMISES.
FIFTH: IT IS FURTHER CONTRACTED AND AGREED THAT THESE COVENANTS AND AGREEMENTS ARE EXPRESS COVENANTS WHICH RUN WITH THE LAND, SHALL BE BINDING UPON THE PURCHASER AND EVERY PURCHASER OR OWNER SUCCEEDING TO THIS LAND TO AND INCLUDING THE FIRST DAY OF JANUARY 1944.
THE VENDOR HEREIN IS TO PAY TAXES ON THE PROPERTY HEREIN CONVEYED FOR THE YEAR 1928.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said ALFRED D.PARKER AND WIFE MINNIE WHITE PARKER, THEIR heirs and assigns, forever, I covenant that I AM lawfully seized and possessed of said real estate in fee simple, have good right to convey it, and that the same is unincumbered EXCEPT AS ABOVE SET OUT

I further covenant and bind MYSELF, MY heirs and representatives, to warrant and forever defend the title to said real estate to said ALFRED D.PARKER AND WIFE MINNIE WHITE PARKER, 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 ALFRED D.PARKER AND WIFE MINNIE WHITE PARKER

do hereby transfer and convey unto JOHN E.FISHER, Trustee, his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title, and interest thereto belonging, for the purposes aforesaid only.

I declare that I am the ... of the within ... and that the ... recorded, and hereby ... this same in fact. This ... day of ... 1928.
Attest: ... Register
By ... D.C.

WE, the said ALFRED D.PARKER AND WIFE, 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 $ 2500.00 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 notes, as his interest may appear.

WE 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 SHALL 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 WE, the said ALFRED D.PARKER AND WIFE, 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 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 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 ALFRED D.PARKER AND WIFE OR 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-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 JOHN E.FISHER 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 GLENN MC ELROY, UNMARRIED and ALFRED D.PARKER AND WIFE MINNIE WHITE PARKER, hereunto set our hands at NASHVILLE, Tennessee, this the 13TH day of JULY, 1928.

GLENN MC ELROY
ALFRED D.PARKER
MINNIE WHITE PARKER

ACKNOWLEDGMENT BEFORE NOTARY PUBLIC.

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, R.E.DOUGLASS, a Notary Public in and for said County and State, the within-named GLENN MC ELROY, UNMARRIED AND ALFRED D.PARKER AND WIFE MINNIE WHITE PARKER the bargainor S, with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And MINNIE WHITE PARKER, wife of the said ALFRED D.PARKER having appeared before me privately and apart from HER husband, the said MINNIE WHITE PARKER, acknowledged the execution of the said instrument to have been done by HER freely, voluntarily, and understandingly, without compulsion or constraint from HER said husband, and for the purposes therein expressed.

Witness my hand and official seal at NASHVILLE, Tennessee, this 13TH day of JULY, 1928.
My commission expires on the 6TH day of OCT., 1930 (Seal) R.E.DOUGLASS
Notary Public.

RECD. FOR RECORD., JULY 16TH., 1928 AT 12:55 P.M.