NO. 61135 RECORDED JUNE 24, 1930. FRED KIRSHNER ET UX TO J.R.CUFF.

INSTALLMENT DEED

FOR AND IN CONSIDERATION of the sum of $1000.00 ONE THOUSAND AND NO/100 DOLLARS of which FORTY AND NO/100 DOLLARS has been paid in cash by J.R.CUFF, , the receipt of which is hereby acknowledged, and for the remainder NINE HUNDRED SIXTY AND NO/100 DOLLARS the said J.R.CUFF,

HAS EXECUTED HIS 24 PROMISSORY NOTES OF EVEN DATE HEREWITH PAYABLE TO THE ORDER OF FRED KIRSH. SAID NOTES ARE FOR THE SUM OF $40.00 EACH WITH 6% INTEREST. THE FIRST NOTE BEING DUE JULY 19TH, 1930, AND THEN ONE NOTE ON THE 19TH DAY OF EACH MONTH THEREAFTER UNTIL ALL ARE DUE AND PAYABLE.

I declare that I am the true and lawful holder of the within secured by the instrument within recorded, and hereby acknowledge the satisfaction of the same in full. This 20 day of June 1932.

Attest: J.R. Cuff

DEPUTY REGISTER

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, FRED KIRSHNER AND WIFE, AILEEN KIRSHNER,

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

J.R.CUFF (AN UNMARRIED MAN) HIS heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

BEING LOT NO.21 IN FISK'S EXCLUSIVE SUBDIVISION, A PLAN OF WHICH IS OF RECORD IN BOOK 547, PAGE 157, R.O.D.C. TENN.

SAID LOT NO.21 FRONTS 50 FEET ON THE NORTH SIDE OF SCOVELL STREET AND EXTENDS BACK NORTHWARDLY BETWEEN PARALLEL LINES 143 FEET MORE OR LESS TO ROGAN AVENUE AND BEING PART OF THE SAME PROPERTY CONVEYED TO FRED KIRSHNER BY DEED RECORDED IN BOOK 734, PAGE 99, R.O.D.C.TENN.

IT IS EXPRESSLY COVENANTED AND AGREED BY AND BETWEEN THE SAID FRED KIRSHNER AND SAID GRANTEE AS FOLLOWS:

FIRST: THAT NO SHOP, STORE, FACTORY OR BUSINESS HOUSE OF ANY KIND, NO HOSPITAL, ASYLUM, OR INSTITUTION OF LIKE OR KINDRED NATURE AND NO CHARITABLE INSITUTION SHALL BE MAINTAINED ON THE PREMISES HEREBY AGREED TO BE CONVEYED, BUT THE SAID PREMISES SHALL BE OCCUPIED AND USED FOR RESIDENCE PURPOSES ONLY, AND NOT OTHERWISE.

SECOND: THAT NO RESIDENCE OR DWELLING HOUSE COSTING LESS THAN $2500.00 SHALL BE ERECTED OR KEPT ON SAID LOT. ONLY ONE RESIDENCE ON ANY ONE LOT.

THIRD: THAT NO RESIDENCE OR DWELLING HOUSE OR OTHER STRUCTURES SHALL BE ERECTED OR KEPT ON SAID LAND, WHOLLY OR PARTLY WITHIN 35 FEET OF THE STREET ON WHICH SAID LOT FRONTS. ALL RESIDENCES TO FRONT ON HEIMAN STREET OR SCOVELL ST.

FOURTH: THAT NO SWINE SHALL BE KEPT ON SAID PREMISES, AND NO NUISANCE OF ANY KIND SHALL BE MAINTAINED OR ALLOWED THEREON, NOR ANY USE THEREOF MADE OR PERMITTED WHICH SHALL BE NOXIOUS OR DANGEROUS TO HEALTH. NO GARAGE HOUSE TO BE BUILT ON ANY OF SAID LOTS, EXCEPT PRIVATE GARAGE TO BE USED AS SUCH .

THE FOREGOING FOUR STIPULATIONS, COVENANTS AND CONDITIONS ARE AND SHALL BE BINDING AND OBLIGATORY UPON AND SHALL BE OBSERVED BY THE SAID GRANTEE AND HEIRS, DEVISEES AND ASSIGNS UNTIL THE FIRST DAY OF JANUARY, A.D.1955; AND IT IS EXPRESSLY AGREED THAT ALL AND EVERY OF SAID STIPULATIONS, COVENANTS AND CONDITIONS SHALL ATTACH TO AND RUN WITH THE LAND AND SHALL BE BINDING AND OBLIGATORY UPON ALL AND EVERY PERSON OR PERSONS WHO MAY NOW OR HEREAFTER OWN, POSSESS, OCCUPY OR USE SAID PREMISES OR ANY PART THEREOF, OR ANY BUILDING OR STRUCTURE THEREON, UNDER ANY TENTURE WHATSOEVER.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said FRED KIRSHNER AND WIFE, AILEEN KIRSHNER, , — 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 EXCEPT FOR 1930 TAXES WHICH THE PURCHASER ASSUMES.

WE further covenant and bind OURSELVES, OUR, heirs and representatives, to warrant and forever defend the title to said real estate to said J.R.CUFF, 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 ME in hand paid I, the said J.R.CUFF,

do hereby transfer and convey unto ELKIN GARFINKLE, , 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, the said J.R.CUFF, 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.

I further agrees 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 I 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 J.R.CUFF, , 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 conveyance.

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 J.R.CUFF, 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 ELKIN GARFINKLE, 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 FRED KIRSHNER AND WIFE, AILEEN KIRSHNER and J.R.CUFF (AN UNMARRIED MAN), hereunto set our hands at NASHVILLE, Tennessee, this the 19TH day of JUNE, 1930.

FRED KIRSHNER
AILEEN KIRSHNER
J.R.CUFF

ACK BEFORE N

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, E.LYNCH, a Notary Public in and for said County and State, the within-named FRED KIRSHNER AND WIFE AILEEN KIRSHNER, AND J.R.CUFF (AN UNMARRIED MAN) the bargainor S, with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And AILEEN KIRSHNER, , wi FE of the said FRED KIRSHNER, having appeared before me privately and apart from HER husband, the said AILEEN KIRSHNER, , 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 19TH day of JUNE, 19 30.

My commission expires on the 5 day of JAN, 19 31. (Seal)

E.LYNCH
Notary Public.

RECD JUNE 20, 1930 AT 3.07 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.