No. 61349 RECORDED JUNE 30, 1930. NORA JOHNSON CANTRELL TO CLAUDE A.MOORE ET UX.

INSTALLMENT DEED

FOR AND IN CONSIDERATION of the sum of ONE THOUSAND SEVEN HUNDRED AND NO/100 DOLLARS
of which ONE HUNDRED AND NO/100 DOLLARS has been paid in cash by
CLAUDE A.MOORE AND WIFE PHRONIE E.MOORE, , receipt of which is hereby acknowledged, and for the remainder
ONE THOUSAND SIX HUNDRED AND NO/100 DOLLARS
the said CLAUDE A.MOORE AND WIFE, PHRONIE E.MOORE,
HAVE EXECUTED THEIR THIRTY-SIX JOINT PROMISSORY NOTES OF EVEN DATE HEREWITH, THE FIRST OF SAID NOTES BEING IN THE SUM OF TWENTY-NINE AND 50/100 DOLLARS AND FALLS DUE ON OR BEFORE ONE MONTH FROM DATE AND ONE OF THE REMAINING NOTES DUE ON OR BEFORE THE SAME DAY OF EACH MONTH THEREAFTER UNTIL ALL ARE DUE. SAID NOTES HAVING THE INTEREST ADDED IN THE FACE OF THE NOTE, THE LARGEST OF SAID NOTES BEING DUE FIRST AND REDUCED TWELVE AND ONE-HALF CENTS ON EACH NOTE PER MONTH FROM DATE, THE LAST NOTE BEING IN THE SUM OF TWENTY-FIVE AND 13/100 DOLLARS, THE PRINCIPAL OF SAID NOTES BEING TWENTY-FIVE AND NO/100 DOLLARS. THE THIRTY-SEVENTH AND LAST NOTE BEING IN THE SUM OF SEVEN HUNDRED DOLLARS AND FALLS DUE THIRTY-SEVEN MONTHS AFTER DATE WITH SIX PER CENT INTEREST PER ANNUM PAYABLE ANNUALLY.

I hereby certify that I am the first and lawful holder of the claim secured by the instrument recorded and hereby acknowledge the satisfaction of the same in full. This 20 day of June 1937

Attest: D.W.Cantrell

THE FIRST THIRTY-SIX 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, NORA JOHNSON CANTRELL AND HUSBAND D.W.CANTRELL,
have this day bargained and sold, and do hereby transfer and convey, unto the said
CLAUDE A.MOORE AND WIFE PHRONIE E.MOORE, THEIR, heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

LYING AND BEING IN THE ___ CIVIL DISTRICT OF DAVIDSON COUNTY, TENNESSEE, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEING THE SOUTHERLY 90 FEET OF LOT NO.3 AND THE NORTHERLY 10 FEET OF LOT NO.4, IN THE DONELSON ANNEX SUBDIVISION, WHICH PLAN IS OF RECORD IN BOOK 547, PAGE 196, REGISTERS OFFICE OF DAVIDSON COUNTY, TENNESSEE, ACCORDING TO SURVEY MADE BY JOHN WILKES, CIVIL ENGINEER, NOVEMBER 27, 1928.

SAID PARTS OF LOTS NOS. 3 AND 4 IN SAID SUBDIVISION FRONT TOGETHER ONE HUNDRED FEET ON POLK AVENUE AND RUN IN A WESTERLY DIRECTION BETWEEN PARALLEL LINES WITH THE SOUTHERLY LINE OF J.E. WALDING'S LAND TO THE WESTERLY LINE OF SAID PLAN OF LOTS, AND BEING PART OF THE SAME PROPERTY CONVEYED TO NORA JOHNSON CANTRELL BY D.W.CANTRELL AND WIFE, NORA JOHNSON CANTRELL, WHICH DEED IS OF RECORD IN BOOK 831, PAGE 576, REGISTERS OFFICE FOR DAVIDSON COUNTY, TENNESSEE.

IT IS UNDERSTOOD AND AGREED BY AND BETWEEN THE GRANTORS AND THE GRANTEES THAT THERE SHALL BE NO HOUSE ERECTED ON THE PROPERTY THAT COSTS LESS THAN THREE THOUSAND FIVE HUNDRED DOLLARS, SAID HOUSE TO BE ERECTED ONE HUNDRED FEET FROM POLK AVENUE AND IS TO BE USED FOR RESIDENCE PURPOSES ONLY UNTIL JANUARY 1, 1950, EXCEPT A GARAGE HOUSE WHICH IS TO BE BUILT NOT LESS THAN 150 FEET FROM POLK AVENUE.

IT IS FURTHER UNDERSTOOD AND AGREED THAT NO PERSON OF AFRICAN BLOOD SHALL OWN OR RESIDE ON SAID PROPERTY OTHER THAN IN THE CAPACITY OF A SERVANT, UNTIL JANUARY, 1, 1950.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said
CLAUDE A.MOORE AND WIFE, PHRONIE E.MOORE, 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 unincumbered.

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

WE, the said CLAUDE A.MOORE AND WIFE, PHRONIE E.MOORE, , 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.

WE 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 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 WE, the said CLAUDE A.MOORE AND WIFE, PHRONIE E.MOORE, , 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 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, IF WE fail to reimburse the Trusetee 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 sotuh 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 CLAUDE A. MOORE AND WIFE PHRONIE E.MOORE,,,, 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. J.E.JOHNSON,

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 D.W.CANTRELL AND CLAUDE A.MOORE and NORA JOHNSON CANTRELL AND PHRONIE E.MOORE, , hereunto set our hands at NASHVILLE, Tennessee, this the 20 day of JUNE ,19 30.

CLAUDE A.MOORE
PHRONIE E.MOORE
NORA JOHNSON CANTRELL
D.W.CANTRELL

ACK BEFORE N P

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, AMOS L. EDWARDS, a Notary Public in and for said County and State, the within-named D.W.CANTRELL AND WIFE, NORA JOHNSON CANTRELL, AND CLAUDE A.MOORE AND WIFE, PHRONIE E.MOORE, the bargainor S, with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And NORA JOHNSON CANTRELL AND PHRONIE E.MOORE, D.W.CANTRELL AND CLAUDE A.MOORE, , wiVES of the said having appeared before me privately and apart from THEIR husbandS, the said NORA JOHNSON CANTRELL AND PHRONIE E.MOORE, , 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 26 day of JUNE ,1930.

My commission expires on the 16 day of JAN ,19 32. (Seal) AMOS L. EDWARDS
Notary Public.

RECD JUNE 26, 1930 AT 3.55 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.