NUMBER 64606 R. E. POWER ET UX, TO MRS. THOS. HARRISON, RECORDED SEPT. 22, 1930.

INSTALLMENT DEED

FOR AND IN CONSIDERATION of the sum of ($400.00) FOUR HUNDRED DOLLARS of which ($100.00) ONE HUNDRED DOLLARS has been paid in cash by MRS. THOS. HARRISON, receipt of which is hereby acknowledged, and for the remainder ($300.00) THREE HUNDRED DOLLARS the said MRS. THOS. HARRISON HAS EXECUTED HER TWENTY NOTES IN THE SUM OF $15.00 EACH, THE FIRST NOTE FALLING DUE ON THE 21ST DAY OF MARCH 1930. AND ONE EACH MONTH THEREAFTER UNTIL THEY ARE FULLY PAID.

The entire debt secured herein having been paid in full to the date hereof, the undersigned hereby release the lien hereof upon the property described herein. Witness my hand this ... day of ..., 1931. Attest: ... 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 R. E. POWER, A WIDOWER, GEO. F. ROTH, AND WIFE LEONA DANIELS ROTH & have this day bargained and sold, and do hereby transfer and convey, unto the said MRS. THOS. HARRISON, A WIDOW HER heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

BEING LOT NO. 23 BLOCK 1, ON THE POWER AND ROTH REVISED PLAN OF MADISON PARK, SUB. SAID LOT # 23 BLOCK 1, FRONTS 60 FEET ON EMMETT AVE., MORE OR LESS AND RUNS BACK ON THE EASTERLY LINE 194 FEET MORE OR LESS, AND ON THE WESTERLY LINE 201 FEET MORE OR LESS TO A LINE IN THE REAR. AND RUNS 75 FEET ON THAT LINE MORE OR LESS. FOR FURTHER DESCRIPTION SEE PLAN RECORDED IN BK. 39, PAGE 217, R. O. D. C. TENN. AND IN CONSIDERATION OF $1.00 IN HAND PAID. THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED LITTELL RUST BEING THE LAWFUL HOLDER, JOINS IN THIS CONVEYANCE FOR THE SOLE PURPOSE OF RELEASING ALL INDEBTEDNESS AGAINST SAID ABOVE DESCRIBED PROPERTY AS DESCRIBED IN BOOK 652, PAGE 298 AND BOOKM 690 PAGE 78L, REGISTER'S OFFICE FOR DAVIDSON COUNTY TENNESSEE, THE SAID RUST RELEASES ALL CLAIMS OR LIEN AGSINST THE WITHIN DESCRIBED PROPERTY BUT NOT FURTHER OR OTHERWISE.

IT IS AGREED THAT NO SHOP OR FACTORY, OR BUSINESS HOUSE OF ANY KIND, NO HOSPITAL, ASYLUM OR INSTITUTION OF KINDRED KIND, NO CHARITABLE INSTITUTION SHALL BE ERECTED OR MAINTAINED ON SAID PROPERTY, BUT SAID PROPERTY IS TO BE USED FOR RESIDENCE PURPOSES ONLY. NO HOUSE TO BE ERECTED TO COST LESS THAN $2000.00. NO GARAGE OR OUTBUILDING TO BE ERECTED CLOSER THAN 20 FEET TO ANY SIDE STREET LINE, AND NO HOUSE SHALL BE ERECTED CLOSER THAN 35 FEET TO THE FRONT STREET LINE. NO SWINE OR ANY OTHER NUESANCE SHALL BE KEPT ON SAID PROPERTY. THE PREMISES OR ANY PART THEREOF SHALL NOT BE SOLD, ALIENED, CONVEYED OR DEEISED TO ANY PERSON OR PERSONS OF AFRICAN BLOOD OR DESCENT, AND THAT NO PERSON OR PERSONS OF SAID AFRICAN BLOOD OR DESCENT SHALL ACQUIRE TITLE THERETO IN FEE OR OTHERWISE, OR LESSEE OR TENANTS, BUT THIS DOES NOT PROHIBIT SAID PERSON OR PERSONS FROM LIVING ON SAID PREMISES IN THE CAPACITY OF SERVANTS. THESE RESTRICTIONS RUN WITH THE LAND FOR THE PERIOD OF TWENTY YEARS.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said MRS. THOS. HARRISON, heirs and assigns, forever, I covenant that I lawfully seized and possessed of said real estate in fee simple, have good right to convey it, and that the same is unincumbered.

I further covenant and bind MYSELF heirs and representatives, to warrant and forever defend the title to said real estate to said MRS. THOS. HARRISON HER heirs and assigns, against the lawfull 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 in hand paid I, the said MRS. THOS. HARRISON hereby transfer and convey unto J. O. BERNAL, Trustee, his successors and assigns, the real estate herein before described, with the appurtenances, estate, title, and interest thereto belonging, for the purposes aforesaid only.

I, the said MRS. THOS. HARRISON, 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 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 MRS. THOS HARRISON, 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 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, 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 conveyanee 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. THOS HARRISON, 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. O. BERNAL

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 A WIDOWER, GEO. F. ROTH, WIFE LEONA DANIELS ROTH and LITTELL RUST, AND MRS. THOS HARRISON, hereunto set our hands at NASHVILLE, Tennessee, this the 21 day of FEBRUARY, 1930.

R. E. POWER
LEONA DANIELS ROTH
GEO. F. ROTH
MRS. THOS HARRISON
LITTELL RUST

ACKNOWLEDGMENT BEFORE NOTARY PUBLIC

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, J. B. GILLESPIE, a Notary Public in and for said County and State, the within-named MRS. THOS. HARRISON the bargainor, with whom I am personally acquainted, and who acknowledged that SHE 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 NASHVILLE, Tennessee, this 4TH day of MAR. 1930

My commission expires on the 12 day of OCT. 1931. (Seal)

J. B. GILLESPIE
Notary Public.

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

PERSONALLY APPEARED BEFORE ME A. N. KIRTLAND, A NOTARY PUBLIC IN AND SAID VCOUNTY AND SATE, THE WITHIN NAMED R. E. POWER, A WIDOWER, GEO. F. ROTH, AND LEONA DANIELS ROTH, & LITTELL RUST. THE BARGAINORS WITH WHOM I AM PERSONALLY ACQUAINTED, AND WHO ACKNOWLEDGED THAT THEY EXECUTED THE WITHIN INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED. AND LEONA DANIELS ROTH WIFE OF THE SAID GEO. F. ROTH HAVING APPEARED BEFORE ME, PRIVATELY AND APART FROM HER HUSBAND, THE SAID LEONA DANIELS ROTH ACKNOWLEDGED THE EXECUTION OF THE SAID INSTRUMENT TO HAVE BEEN DONE BY HER FREELY VOLUNTARILY, AND UNDERSTANDINGLY, WITHOUT COMPULSION OR RESTRAINT FROM HER SAID HUSBAND, AND FOR THE PURPOSES THEREIN EXPRESSED. WITNESS MY HAND AND OFFICIAL SEAL AT NASHVILLE TENNESSEE, THIS 8TH, DAY OF MARCJ 1930.

(SEAL) A. N. KIRTLAND
NOTARY PUBLIC

MY COMMISSION EXPIERS JAN. 5TH, 1932.

RECEIVED SEPT. 20TH, 1930 AT 11:18 A. M.