NO. 14994 RECORDED MARCH 21, 1932. S. F. MORROW ET UX TO JAMES W. MCDONOUGH ET UX.

INSTALLMENT DEED

FOR AND IN CONSIDERATION of the sum of $900.00 NINE HUNDRED AND NO/100 DOLLARS of which ONE HUNDRED AND NO/100 DOLLARS has been paid in cash by JAMES W. MCDONOUGH AND WIFE, ORA LEE MCDONOUGH receipt of which is hereby acknowledged, and for the remainder $800.00 EIGHT HUNDRED AND NO/100 DOLLARS, the said JAMES W. MCDONOUGH AND WIFE, ORA LEE MCDONOUGH

HAVE THIS DAY EXECUTED THEIR THIRTY-TWO (32) PROMISSORY NOTES IN THE AMOUNT OF TWENTY-FIVE (-25.00) DOLLARS EACH, THE FIRST OF SAID NOTES BEING DUE AND PAYABLE ON OR BEFORE THE SIXTEENTH DAY OF MARCH, 1932, AND ONE ON OR BEFORE THE SAME DAY OF EACH SUCCEEDING MONTH THEREAFTER UNTIL ALL ARE PAID. ALL OF SAID NOTES ARE MADE PAYABLE TO THE ORDER OF S. F. MORROW,

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, S. F. MORROW AND WIFE, ELLA P. MORROW

have this day bargained and sold, and do hereby transfer and convey, unto the said JAMES W. MCDONOUGH AND WIFE, ORE LEE MCDONOUGH, THEIR heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

BEING LOTS NOS. 41 AND 42 ON THE MAP OF S. F. & C. D. MORROW'S SUBDIVISION OF LOTS 38, 39 AND PART OF 37, MCNAIRY'S SUBDIVISION, AS OF RECORD IN BOOK 332, PAGE 86, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE. SAID LOTS NOS. 41 AND 42 FRONT 50 FEET EACH ON THE NORTHERLY SIDE OF MORROW STREET AND RUN BACK BETWEEN PARALLEL LINES 163.5 FEET TO THE CENTER OF AN ALLEY.

BEING PART OF THE SAME PROPERTY CONVEYED TO S. F. AND C. D. MORROW BY DEED FROM ALFRED KAYNE AND WIFE, AS OF RECORD IN BOOK 283, PAGE 91, SAID REGISTER'S OFFICE; AND PART OF THE SAME PROPERTY CONVEYED TO S. F. MORROW BY DEED FROM C. D. MORROW AS OF RECORD IN BOOK 377, PAGE 513, SAID REGISTER'S OFFICE.

IT IS EXPRESSLY COVENANTED AND AGREED BY AND BETWEEN THE PARTIES HERETO THAT;

THE HOUSE ERECTED ON THE SAID LOTS SHALL NOT COST LESS THAN FIVE THOUSAND ($5000.00) DOLLARS INCLUDING THE PRICE OF THE LOTS, AND SAME SHALL BE BUILT OF BRICK OR STONE. IT IS FURTHER UNDERSTOOD AND AGREED THAT ONLY ONE HOUSE WIDL BE BUILT ON THE TWO LOTS, THE SAME TO BE LOCATED ABOUT THE CENTER OF THE SAID LOTS.

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.

THE FOREGOING RESTRICTIONS SHALL BE COVENANTS RUNNING WITH THE SAID LAND AND BINDING UPON THE GRANTEES HEREIN, THEIR HEIRS OR ASSIGNS, FOR A PERIOD OF THIRTY (30) YEARS FROM THE DATE OF THIS DATE.

Received for the above mentioned and foregoing instrument for record this 19th day of March, 1934. Jno. A. Mccall, REGISTER

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said JAMES W. MCDONOUGH AND WIFE, OR A LEE MCDONOUGH, 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 unencumbered. EXCEPT FOR THE TAXES FOR 1932 WHICH THE SAID JAMES W MCDONOUGH AND WIFE ASSUME AND WILL PAY.

WE further covenant and bind OURSELVES, OUR heirs and representatives, to warrant and forever defend the title to said real estate to said JAMES W. MCDONOUGH AND WIFE, ORA LEE MCDONOUGH, 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 JAMES W. MCDONOUGH AND WIFE, ORA LEE MCDONOUGH,

do hereby transfer and convey unto S.LYLE MORROW, 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.

WE, the said JAMES W. MCDONOUGH AND WIFE, ORA LEE MCDONOUGH, 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 JAMES W. MCDONOUGH AND WIFE, ORA LEE MCDONOUGH, 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, OR WITHIN NINETY DAYS 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 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 JAMES W. MCDONOUGH AND WIFE, ORA LEE MCDONOUGH, 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-maturing unpaid note, is hereby authorized and empowered to name and appoint a successor to execute this trust by any instrument in writing, to be recorded in the Register's Office for Davidson County, Tennessee, and the title herein conveyed to S. LYLE MORROW 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 S. F. MORROW AND WIFE, ELLA P. MORROW and JAMES W. MCDONOUGH AND WIFE, OR A LEE MCDONOUGH, hereunto set our hands at NASHVILLE, Tennessee, this the 16TH day of NOVEMBER, 193 1.

S. F. MORROW
ELLA P. MORROW
JAMES W. MCDONOUGH
ORA LEE MCDONOUGH

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 S. F. MORROW, ELLA P. MORROW, JAMES W. MCDONOUGH AND ORA LEE MCDONOUGH the bargainor S, with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And ELLA P. MORROW AND ORA LEE MCDONOUGH, wi VES of the said S. F. MORROW AND JAMES W. MCDONOUGH having appeared before me privately and apart from THEIR husband S, the said ELLA P. MORROW AND ORA LEE MCDONOUGH, acknowledged the execution of the said instrument to have been done by THEM freely, voluntarily, and understandingly, without compulsion or constraint from THEIR said husband S, and for the purposes therein expressed.

Witness my hand and official seal at NASHVILLE, Tennessee, this 18TH day of MARCH, 193 2.

My commission expires on the 9TH day of JAN. 193 3. (Seal) WM. R. MADDUX

Received on the 19TH day of MARCH, 193 2., AT 12:05 P. M. Notary Public.

FOSTER & PARKER CO., NASHVILLE