NUMBER 38098 RECORDED MCH 6,1934 LIFE & CASUALTY INSURANCE CO OF TENN,INC. TO BETTY HAYS

# INSTALLMENT DEED

FOR AND IN CONSIDERATION of the sum of FOUR THOUSAND SIX HUNDRED NINETEEN AND 40/100 DOLLARS of which ONE THOUSAND AND NO/100 DOLLARS has been paid in cash by BETTY HAYS, receipt of which is hereby acknowledged, and for the remainder THREE THOUSAND SIX HUNDRED NINETEEN AND 40/100 DOLLARS the said BETTY HAYS HAS EXECUTED FOUR (4) NOTES OF EVEN DATE HEREWITH AS FOLLOWS: ONE NOTE FOR NINE HUNDRED FOUR AND 85/100 ($904.85) DOLLARS DUE ON MARCH 1,1935; ONE NOTE FOR NINE HUNDRED FOUR AND 85/100 ($904.85) DOLLARS DUE ON MARCH 1,1936; ONE NOTE FOR NINE HUNDRED FOUR AND 85/100 ($904.85) DOLLARS DUE ON MARCH 1,1937; ONE NOTE FOR NINE HUNDRED FOUR AND 85/100 ($904.85) DOLLARS DUE ON MARCH 1,1938; MAKING A TOTAL OF $3,619.40 WHICH BEARS INTEREST AT THE RATE OF SIX PER CENT PER ANNUM, PAYABLE SEMI-ANNUALLY ON THE ENTIRE AMOUNT, ALL OF SAID NOTES BEARING SIX PER CENT INTEREST FROM DATE, AND PROVIDING FOR PAYMENT OF ATTORNEY FEES, AND TO SECURE THE PAYMENT OF SAID NOTES, PRINCIPAL AND INTEREST ,AND ATTORNEY FEES, A LIEN IS EXPRESSLY RETAINED ON THE LAND HEREIN CONVEYED, WE, THE LIFE & CASUALTY INSURANCE COMPANY OF TENNESSEE, A CORPORATION ORGANIZED UNDER THE LAWS OF THE STATE OF TENNESSEE, BY VIRTUE OF AUTHORITY OF ITS BOARD OF DIRECTORS, HAVE THIS DAY BARGAINED AND SOLD, AND DO HEREBY TRANSFER AND CONVEY UNTO THE SAID BETTY HAYS ,TO HER SOLE AND SEPARATE USE, FREE FROM THE DEBTS OR LIABILITIES OF HER PRESENT OR ANY FUTURE HUSBAND, HER HEIRS AND ASSIGNS, CERTAIN TRACT OR PARCEL OF LAND LYING IN FOURTH CIVIL DISTRICT, DAVIDSON COUNTY,TENNESSEE ,BEING A PART OF THE LAND CONVEYED TO THE LIFE & CASAULTY INSURANCE COMPANY OF TENNESSEE BY DEED FROM A.M. BURTON, TRUSTEE; SAID DEED BEING IN RECORD IN BOOK 895, PAGE 572,R.O.D.C. SAID LAND LIES ON SOUTH OF OLD HICKORY BOULEVARD. SAID LAND IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:
TRACT #1. BEGINNING AT AN IRON PIN IN THE CENTER OF OLD HADLEY BEND ROAD AT ITS INTERSECTION WITH THE SOUTH MARGIN OF RIGHT OF WAY OF THE TENNESSEE CENTRAL RAILROAD, SAID POINT BEING IN THE NORTH BOUNDARY OF A 53.34 ACRES TRACT OWNED BY SAID LIFE & CASUALTY INSURANCE COMPANY; THENCE WITH THE SOUTH MARGIN OF SAID RAILROAD RIGHT OF WAY SOUTH 49 DEGREES 30' EAST, PASSING THE NORTHEAST CORNER OF SAID 53.34 ACRES TRACT AT AN IRON PIN AT 441.5 FEET, IN ALL 1195.5 FEET TO A STAKE IN SAID MARGIN OF RIGHT OF WAY, SAID POINT BEING IN THE NORTHERN BOUNDARY OF 219¾ ACRE TRACT MENTIONED IN SAID DEED;THENCE SOUTH 85 DEGREES 00' WEST 767.9 FEET TO AN IRON PIN IN THE CENTER OF OLD HADLEY BEND ROAD; THENCE WITH CENTER OF SAID ROAD NORTH 9 DEGREES 50' WEST 843.2 FEET TO THE BEGINNING, CONTAINING 7.52 ACRES, MORE OR LESS.
TRACT #2. BEGINNING IN THE CENTER OF HADLEY BEND ROAD 803.8 FEET SOUTHERLY FROM THE POINT OF ~~all of said notes bearing six per cent interest from date, and providing for payment 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~~

~~have this day bargained and sold, and do hereby transfer and convey, unto the said~~ ~~heirs and assigns, certain real estate in Davidson County,~~ ~~Tennessee, as follows:~~
BEGINNING OF TRACT NO.1, THENCE SOUTH 51 DEGREES 35' WEST, PASSING IRON PIN AT 20 FEET. 850 FEET TO AN IRON PIN MARKING SOUTHEAST CORNER OF SAID 53.34 ACRE TRACT;THENCE SOUTH 39 DEGREES 00' WEST 1036 FEET WITH WEST LINE OF ORIGINAL 219¾ ACRE TRACT, TO A STAKE;THENCE SOUTH 89 DEGREES 25' EAST 1490.9 FEET TO AN IRON PIN IN CENTER OF OLD HADLEY BEND ROAD; THENCE WITH CENTER OF SAID ROAD NORTH 9 DEGREES 50'WEST 1300 FEET TO A POINT IN SAID ROAD, THE POINT OF BEGINNING, CONTAINING 23.276 ACRES, MORE OR LESS.
SAID TWO TRACTS TOGETHER CONTAINS 30.796 ACRES,MORE OR LESS.
(PURCHASER ASSUMES TAXES FROM DATE OF DEED.)
(THIS CONVEYANCE IS MADE SUBJECT TO THE FOLLOWING RESTRICTIONS:
(1) NO HOUSE ALONG THE ROAD SHALL BE BUILT AT A COST OF LESS THAN $1,000;
(2) NO BUSINESS PROPERTY SHALL BE CONSTRUCTED ON THE ABOVE PROPERTY,
(3) THAT ALL BUILDINGS ERECTED ON SAID LAND SHALL BE OF UNIFORM DISTANCE FROM THE PROPERTY LINES , WHICH SHALL IN NO INSTANCE, BE NEARER THAN EIGHTEEN (18) FEET FROM SAID PROPERTY LINE;(4) THAT THE PREMISES AND NO PART THEREOF, SHALL BE SOLD, ALIENED, CONVEYED OR DEVISED TO ANY PERSON OF AFRICAN BLOOD OR DESCENT, AND THAT NO PERSONS OF AFRICAN BLOOD OR DESCENT SHALL OWN OR ACQUIRE TITLE THERETO, EITHER IN FEE OR OTHERWISE, OR AS TENANTS OR LESSEES, BUT THIS COVENANT DOES NOT PRECLUDE OR PROHIBIT PERSONS OF AFRICAN BLOOD OR DESCENT FROM LIVING ON THE SAID PREMISES IN THE CAPACITY OF SERVANTS. THE FOREGOING STIPULATIONS ,COVENANTS AND CONDITIONS ARE AND SHALL BE BINDING AND OBLIGATORY UPON , AND SHALL BE OBSERVED BY THE SAID GRANTEE AND HEIRS, DEVISES OR ASSIGNS, UNTIL THE FIRST DAY OF JANUARY,1940. AND IT IS EXPRESSLY AGREED THAT ALL AND EVERY OF SAID STIPULATIONS, COVENANTS AND CONDITIONS ATTACH TO AN RUN WITH THE LAND, AND SHALL BE BINDING AND OBLIGATORY UPON ALL AND EVERY PERSON OR PERSONS, WHO NOW OR HEREAFTER OWN, POSSESS, OCCUPY AND USE SAID PREMISES OR ANY PART THEREOF, OR ANY BUILDING OR STRUCTURE THEREON, UNDER ANY TENURE WHATSOEVER.)
IT IS FURTHER PROVIDED THAT IF THE TENNESSEE INDUSTRIAL CORPORATION HAS A RIGHT-OF-WAY FROM ITS PROPERTY LYING IMMEDIATELY WEST OF THE WITHIN DESCRIBED TRACT #2, THAT IN CASE THE LIFE & CASUALTY INSURANCE COMPANY SELLS THAT TRACT OF LAND DIRECTLY NORTH OF THE WITHIN DESCRIBED TRACT #2, AND IT BECOMES NECESSARY FOR A RIGHT-OF-WAY TO BE GIVEN TO THE TENNESSEE INDUSTRIAL CORPORATION;THEN IN THAT EVENT SAID RIGHT-OFWAY WILL BE MADE ALONG THE NORTH LINE OF SAID #2 HEREIN CONVEYED , AND THE PURCHASER OF TRACT #2 AGREES TO DONATE ONE-HALF (1/2) OF THE RIGHT-OF-WAY; THIS RIGHT-OF-WAY TO EXTEND TO THE PUBLIC ROAD DIVIDING TRACTS NOS.1 AND 2 DESCRIBED HEREIN, AND SHALL BE USED FOR ROAD PURPOSES ONLY FOR INGRESS AND EGRESS.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said BETTY HAYS, HER 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.

WE further covenant and bind OURSELVES,OUR SUCCESSORS and representatives, to warrant and forever defend the title to said real estate to said BETTY HAYS, HER 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 endorcement 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 BETTY HAYS AND HUSBAND D.J.HAYS do hereby transfer and convey unto A.M.BURTON, 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 declare that I am the true and lawful holder of the claim secured by the instrument within recorded and that the same is due and unpaid.

Witness my hand this 1st day of Dec 1937

Robert Cain & Sons Co. of Nashville

By Robert Cain Jr. Secretary

X IT IS AGREED THAT IF SAID PROPERTY IS SOLD UNDER THIS INSTRUMENT, WE, OR ANY PERSON HOLDING UNDER US, SHALL AT ONCE BECOME AND BE THE TENANT OR TENANTS AT WILL OF THE PURCHASER HEREUNDER, AND SHALL BE REMOVED BY WRIT OF UNLAWFUL DETAINER AT ANY TIME AFTER DEMAND FOR POSSESSION IS MADE.



WE, the said BETTY HAYS AND HUSBAND D.J.HAYS, 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 ~~the sum of $~~ AN AMOUNT SATISFACTORY TO SAID COMPANY 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 said notes, as his interest may appear.

WE further agree 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 therein, the same to bear interest from the date of such payment.

Now, if WE, the said BETTY HAYS AND HUSBAND D.J. HAYS, 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, 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 BETTY HAYS AND HUSBAND D.J.HAYS, THEIR representatives or assigns. SEE X ABOVE

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 an instrument in writing, to be recorded in the Register's Office for Davidson County, Tennessee, and the title herein conveyed to A.M.BURTON 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 LIFE & CASUALTY INSURANCE COMPANY OF TENNESSEE and BETTY HAYS AND HUSBAND D.J. HAYS, hereunto set our hands at NASHVILLE, Tennessee, this the 1ST day of MARCH, 1934.

(SEAL) LIFE & CASUALTY INSURANCE COMPANY OF TENNESSEE INCORPORATED.

ATTEST: H.B. FOLK SECRETARY

BY J.E. ACUFF, Vice President

BETTY HAYS

D.J. HAYS

## ACKNOWLEDGMENT BEFORE NOTARY PUBLIC

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, H.T. VANCE, a Notary Public in and for said County and State, the within named BETTY HAYS AND HUSBAND D.J. HAYS the bargainor S, with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And BETTY HAYS WIFE, of the said D.J. HAYS having appeared before me privately and apart from HER husband, the said BETTY HAYS, 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 1ST day of MARCH, 1934.

My commission expires JULY 10TH,1934.

(Seal) H.T. VANCE
Notary Public.

STATE OF TENNESSEE
COUNTY OF DAVIDSON
BEFORE ME, MRS. ELIZABETH GENTRY, A NOTARY PUBLIC IN AND FOR SAID STATE AND COUNTY, PERSONALLY APPEARED J.C. ACUFF AND H.B. FOLK WITH WHOM I AM PERSONALLY ACQUAINTED, AND WHO ON OATH ACKNOWLEDGED THEMSELVES TO BE THE VICE PRESIDENT AND SECRETARY OF THE LIFE & CASUALTY INSURANCE COMPANY OF TENNESSEE, THE WITHIN NAMED BARGAINOR, A CORPORATION,AND THAT THEY AS SUCH VICE PRESIDENT AND SECRETARY BEING AUTHORIZED SO TO DO,EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSE THEREIN CONTAINED BY SIGNING THE NAME OF THE CORPORATION BY J.E. ACUFF AS VICE PRESIDENT AND ATTESTING THE SAME BY H.B. FOLK AS SECRETARY.
WITNESS MY HAND AND OFFICIAL SEAL AT OFFICE, IN NASHVILLE,TH - 6TH DAY OF MARCH,1934.

(SEAL) MRS. ELIZABETH GENTRY, NOTARY PUBLIC
COM. EXPIRES JULY 8, 1937.

U.S.R.S. $5.00
REC'D MCH 6,1934 AT 10:35 A.M.

1396 MARSHALL & BRUCE CO. NASHVILLE