NUMBER 46226 RECORDED SEPT 19,1934 NASH. TR CO TO C.B. BROOKS,ET UX

INSTALLMENT DEED

FOR AND IN CONSIDERATION of the sum of ($300.00) THREE HUNDRED AND NO/100 -- DOLLARS
of which SEVENTY FIVE AND NO/100 DOLLARS has been paid in cash by
C.B. BROOKS AND WIFE, WILLIE MAI BROOKS , receipt of which is hereby acknowledged, and for the remainder
($225.00) TWO HUNDRED TWENTY FIVE AND NO/100 - - DOLLARS
the said C.B. BROOKS AND WIFE, WILLIE MAI BROOKS HAVE EXECUTED THEIR PROMISSORY NOTE FOR TWO HUNDRED TWENTY FIVE AND NO/100 ($225.00) DOLLARS, BEARING EVEN DATE HERE ITH, PAYABLE TO THE ORDER OF NASHVILLE TRUST COMPANY, IN TWENTY-THREE (23) INSTALLMENTS, THE FIRST TWENTY TWO (22) OF SAID INSTALLMENTS BEING IN THE AMOUNT OF TEN AND NO/100 ($10.00) DOLLARS EACH, AND THE 23RD. AND LAST INSTALLMENT BEING IN THE AMOUNT OFFIVE AND NO/100 ($5.00 DOLLARS. THE FIRST ONE OF SAID INSTALLMENTS IS DUE ON OCTOBER 5TH,1934 AND THE OTHERS DUE MONTHLY THEREAFTER RESPECTIVELY.

I declare that I am the true and lawful holder of the Baker 2 vol Ins. Bk 36
reported by the instrument within mentioned, and hereby acknowledge the satisfaction thereof
and discharge of the lien to secure the same. This ... day of ... 1934

Attest: ...

NASHVILLE TRUST CO
By ...
Asst. Vice Pres.

SAID $225.00 NOTE INTEREST PAYABLE MONTHLY.
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 NASHVILLE TRUST COMPANY A CORPORATION CHARTERED UNDER THE LAWS OF THE STATE OF TENNESSEE, WITH ITS PRINCIPAL OFFICE AND PLACE OF BUSINESS IN NASHVILLE,TENNESSEE, C.B. BROOKS AND WIFE, WILLIA MAI
WAS this day bargained and sold, and do hereby transfer and convey, unto the said BROOKS,THEIR ES heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

BEING LOT NO.81 AND THE EASTERLY ONE-HALF OF LOT NO.82 ON THE PLAT OF AIRDRIE SUBDIVISION "C", AS OF RECORD IN BOOK 547,PAGE 160 ,REGISTER'S OFFICE FOR DAVIDSON COUNTY,TENNESSEE.
SAID LOT NO.81 AND THE EASTERLY ONEHALF OF LOT NO.82 FRONTS TOGETHER 75 FEET ON THE SOUTHERLY SIDE OF EAST MORTON AVENUE, AND EXTENDS BACK BETWEEN PARALLEL LINES, 160 FEET TO AN ALLEY IN THE REAR, AND MEASURE 75 FEET THEREON.
BEING PART OF THE SAME PROPERTY CONVEYED TO NASHVILLE TRUST COMPANY, BY DEED FROM AIRDRIE LAND COMPANY, OF RECORD IN BOOK 928,PAGE 752, SAID REGISTER'S OFFICE.
THE GRANTEE HEREIN ASSUME AND AGREE TO PAY ALL 1934 TAXES ON THE ABOVE DESCRIBED PROPERTY.
THIS CONVEYANCE IS MADE SUBJECT TO THE RESTRICTIVE COVENANTS CONTAINED IN DEED FROM AIRDRIE LAND COMPANY TO NASHVILLE TRUST COMPANY,AS FOLLOWS:
"SAID LAND SHALL BE USED FOR RESIDENCE PURPOSES AND NOT OTHERWISE. THE DWELLING HOUSES TO BE ERECTED, TO COST NOT LESS THAN $2,500.00, AND NO PART OF SAID HOUSES OR IMPROVEMENTS TO BE CLOSER THAN THIRTY-FIVE FEET OF THE FRONT PROPERTY LINE OF EACH LOT;AND ON THE CORNER LOT NO DWELLING IS TO BE NEARER THAN TEN FEET OF SAID SIDE STREET LINE,AND GARAGES AND OUTBUILDINGS, ETC. SHALL NOT BE LESS THAN TWENTY FEET OF THE RESPECTIVELSIDE STREET LINE FOR SAID CORNER LOTS.
NONE OF SAID PROPERTY IS TO BE SOLD TO NEGROES OR PERSONS OF AFRICAN DESCENT; AND NO SUCH PERSONS SHALL OCCUPY SAID PREMISES, EXCEPT IN THE CAPACITY OF SERVANTS.
ONLY SEPTIC TANKS ARE TO BE ALLOWED TO BE USED FOR SEWERAGE PURPOSES, INCIDENT TO THE OCCUPATION OF SAID RESPECTIVE LOTS; AND THESE SEPTIC TANKS ARE TO BE IN ACCORDANCE WITH THE SPECIFICATIONS OF THE COUNTY OF DAVIDSON."

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said C.D. BROOKS AND WIFE, WILLIA MAI BROOKS,THEIR heirs and assigns, forever, NASHVILLE TRUST COMPANY, A CORPORATION AS AFORESAID. covenants that IT IS lawfully seized and possessed of said real estate in fee simple, have good right to convey it, and that the same is unencumbered. EXCEPT AS SET OUT HEREIN, .

NASHVILLE TRUST COMPANY, A CORPORATION AS AFORESAID further covenant and bind
S ITSELF, ITS SUCCESSORS heirs and representatives, to warrant and forever defend the title to said real estate to said C.B. BROOKS AND WIFE, WILLIA MAI BROOKS ,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 C.B. BROOKS AND WIFE WILLIE MAI BROOKS DO HEREBY TRANSFER AND CONVEY UNTO E. E. MURREY,AS VICE PRESIDENT OF THE NASHVILLE TRUST COMPANY, A BANKING CORPORATION OF NASHVILLE ,TENNESSEE, AND HIS SUCCESSORS IN OFFICE, AS , Trustee, his successors and assigns, the ~~do hereby transfer and convey unto~~ real estate herein before described, with the appurtenances, estate, title, and interest thereto belonging, for the purposes aforesaid only.

WE , the said C.B. BROOKS AND WIFE, WILLIE MAI BROOKS , 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 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 C.B. BROOKS AND WIFE, WILLIE MAI BROOKS , 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 C.B. BROOKS AND WIFE, WILLIE MAI BROOKS, 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 an instrument in writing, to be recorded in the Register's Office for Davidson County, Tennessee, and the title herein conveyed to E.E. MURREY,VICE PRESIDENT AND HIS SUCCESSORS, IN OFFICE, AS 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 NASHVILLE TRUST COMPANY , A CORPORATION AS AFORESAID, HAS CAUSED THIS INSTRUMENT TO BE EXECUTED BY ITS DULY AUTHORIZED OFFICERS, AND ITS CORPORATE SEAL TO BE AFFIXED AND C.B. BROOKS AND WIFE, WILLIE MAI BROOKS , hereunto set our hands ~~xxx~~ at NASHVILLE , Tennessee, this the 5TH day of SEPTEMBER , 1934.

(SEAL) NASHVILLE TRUST COMPANY

ATTEST: W.W. MCNEILLY, SECRETARY BY CHAS. NELSON, VICE PRESIDENT

C.B. BROOKS

WILLIE MAI BROOKS

ACKNOWLEDGMENT BEFORE NOTARY PUBLIC

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, RUTH FOSTER , a Notary Public in and for said County and State, the within named C.B. BROOKS AND WIFE, WILLIE MAI BROOKS the bargainors , with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And WILLIE MAI BROOKS, C.B. BROOKS of the said WIFE having appeared before me privately and apart from HER husband , the said WILLIE MAI BROOKS , 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 8TH day of SEPTEMBER , 1934.

My commission expires OCT 15,1935 (Seal) RUTH FOSTER Notary Public.

CORPORATE ACKNOWLEDGMENT FORM
STATE OF TENNESSEE
COUNTY OF DAVIDSON

BEFORE ME RUTH FOSTER, A NOTARY PUBLIC IN AND FOR THE COUNTY AND STATE AFORESAID, PERSONALLY APPEARED CHAS. NELSON WITH WHOM I AM PERSONALLY ACQUAINTED, AND WHO, UPON OATH, ACKNOWLEDGED HIMSELF TO BE THE VICE PRESIDENT OF THE NASHVILLE TRUST COMPANY THE WITHIN NAMED BARGAINOR, A CORPORATION,AND THAT HE AS SUCH VICE PRESIDENT BEING AUTHORIZED SO TO DO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSE THEREIN CONTAINED, BY SIGNING THE NAME OF THE CORPORATION BY HIMSELF AS VICE PRESIDENT.

AND ALSO PERSONALLY APPEARED W.W. MCNEILLY WITH WHOM I AM PERSONALLY ACQUAINTED AND WHO UPON OATH ACKNOWLEDGED HIMSELF TO BE SECRETARY OF THE WITHIN NAMED BARGAINOR, A CORPORATION, AND THAT HE AS SUCH SECRETARY BEING AUTHORIZED SO TO DO, AFFIXED THE SEAL OF THE SAID CORPORATION TO THE FOREGOING INSTRUMENT TO EXECUTE THE SAME FOR THE PURPOSE THEREIN CONTAINED, AND THAT HE ATTESTED THE SAME AS SUCH OFFICER OF SAID CORPORATION;AND THAT THE SEAL THERETO AFFIXED IS THE GENUINE SEAL OF SAID CORPORATION.

WITNESS MY HAND AND SEAL AT OFFICE IN NASHVILLE,DAVIDSON COUNTY,TENNESSEE,THIS THE 8TH DAY OF SEPTEMBER,1934.

U.S.R.S .$.50¢ (SEAL) RUTH FOSTER, NOTARY PUBLIC
COM,EXPIRES OCT 15, 1935.

7405 REC'D SEPT 8, 1934 AT 10:32 A.M.