NUMBER 52219 RECORDED FEB. 13, 1935. LIFE & CASUALTY INS. CO. OF TENN. INC., TO THEO BAKER, ET UX.

INSTALLMENT DEED

FOR AND IN CONSIDERATION of the sum of ONE THOUSAND EIGHT HUNDRED FIFTY-EIGHT AND 79/100 DOLLARS of which THREE HUNDRED FIFTY AND NO/100 DOLLARS has been paid in cash by THEO BAKER AND WIFE HUGHIE M. BAKER, receipt of which is hereby acknowledged, and for the remainder ONE THOUSAND FIVE HUNDRED EIGHT AND 79/100 DOLLARS the said THEO BAKER AND WIFE HUGHIE M. BAKER HAVE EXECUTED THEIR NOTE FOR ONE THOUSAND FIVE HUNDRED EIGHT AND 79/100 (1508.79) DOLLARS PAYABLE IN SIXTY (60) INSTALLMENTS OF FIFTEEN (15) DOLLARS EACH THE FIRST INSTALLMENT BEING DUE JANUARY 15, 1935 AND A LIKE SUM DUE ON THE 15TH DAY OF EACH SUCCEEDING MONTH UNTIL ALL 60 INSTALLMENTS HAVE BEEN PAID; AND ONE INSTALLMENT OF SIX HUNDRED EIGHT AND 79/100 (608.79) DOLLARS BEING THE LAST MATURING INSTALLMENT, PAYABLE 30 DAYS AFTER THE LAST $15. INSTALLMENT WAS MADE.

ALL OF SAID NOTES BEARING 6% INTEREST FROM DATE EXCEPT THE LAST NOTE FOR $608.79 THE INTEREST UPON WHICH WILL BE PAYBBLE UPON JUNE 15TH, AND DECEMBER 15TH OF EACH YEAR,

....

(X) 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.

....

(SEWERAGE RESTRICTIONS: THE SEWERAGE RIGHTS BY VIRTUE OF SEWER LINES NOW ON THIS PROPERTY ARE NOT EXCLUSIVE TO THE PURCHASER HEREIN, BUT ARE HEREBY RESERVED FOR THE COMMON USE OF OTHER DUPONTONIA PROPERTY WITH FULL RIGHT AND PRIVILEGE TO MAKE ANY CONNECTIONS THERETO.)

....

~~All of said notes bearing six per cent interest from date,~~ XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX 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 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 THEO BAKER AND WIFE HUGHIE M. BAKER, AS TENANTS BY THE ENTIRETIES, THEIR heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

SITUATED ON THE SOUTHERLY SIDE OF HADLEY AVENUE, NEAR OLD HICKORY, TENNESSEE, AND BEING THE EASTERN PORTION OF TRACT #7 OF AN UNRECORDED MAP OF THE LIFE & CASUALTY INSURANCE COMPANY SUBDIVISION, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE CENTER OF THE OLD HADLEY BEND ROAD 1250 FEET NORTHWESTWARDLY FROM THE TENNESSEE CENTRAL RAILWAY RIGHT-OF-WAY AS MEASURED ALONG THE CENTER LINE OF SAID HADLEY BEND ROAD; THENCE SOUTH 17 DEGREES 08 MINUTES WEST A DISTANCE OF 1220 FEET TO A POINT IN THE OLD GOVERNMENT FENCE; THENCE SOUTH 86 DEGREES 17 MINUTES WEST A DISTANCE OF 331.6 FEET, SAID DIRECTION BEING ALONG THE OLD GOVERNMENT FENCE, TO A POINT; THENCE NORTH 17 DEGREES 08 MINUTES EAST A DISTANCE OF 1373.4 FEET TO A POINT IN THE CENTER OF THE OLD HADLEY BEND ROAD; THENCE SOUTH 66 DEGREES 22 MINUTES EAST ALONG THE CENTER OF OLD HADLEY BEND ROAD A DISTANCE OF 312 FEET TO THE POINT OF BEGINNING, COMPRISING 9.219 ACRES MORE OR LESS.

BEING A PART OF THE SAME PROPERTY CONVEYED BY A. M. BURTON, TRUSTEE, TO THE LIFE & CASUALTY INSURANCE COMPANY OF TENNESSEE, BY DEED RECORDED IN BOOK 895, PAGE 572, OF SAID REGISTER'S OFFICE.

(PURCHASER IS ENTITLED TO ONE 1/2 INCH WATER TAP WHICH MUST BE PROVIDED WITH A STANDARD WATER METER TO BE FURNISHED AND INSTALLED BY THE DUPONTONIA WATER COMPANY, BUT MUST BE PAID FOR BY THE PURCHASER TOGETHER WITH ALL COST OF INSTALLATION AND CONNECTION CHARGES.)

(PURCHASER ASSUMES TAXES FROM DATE OF DEED.)

(THIS CONVEYANCE IS MADE SUBJECT TO THE FOLLOWING RESTRICTIONS: (1) 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; (2) 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 PERSON 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 EXPRESSED AGREED THAT ALL AND EVERY OF SAID STIPULATIONS, COVENANTS AND CONDITIONS ATTACH TO AND RUN (SEE X ABOVE)

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said THEO BAKER AND WIFE HUGHIE M. BAKER, 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. WE further covenant and bind OURSELVES, OUR SUCCESSORS heirs and representatives, to warrant and forever defend the title to said real estate to said THEO BAKER AND WIFE HUGHIE M. BAKER, 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 THEO BAKER AND WIFE HUGHIE M. BAKER, 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 written, recorded, and hereby acknowledge the satisfaction thereof and discharge of the lien to secure the same in full. This 30 day of Jan 1942

Life & Casualty Ins. Co. of Tenn.
By A. M. Burton, Trustee

....

(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 THEO BAKER AND WIFE HUGHIE M. BAKER, 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 $ A SUM 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 THEO BAKER AND WIFE HUGHIE BAKER, 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 THEO BAKER AND WIFE HUGHIE M. BAKER, 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 THEO BAKER AND WIFE HUGHIE M. BAKER, hereunto set our hands at NASHVILLE, Tennessee, this the 15TH day of DECEMBER, 1934.

(SEAL) LIFE & CASUALTY INSURANCE COMPANY OF TENNESSEE, INCORPORATED.
BY J. E. ACUFF, VICE-PRESIDENT

ATTEST:
H. B. FOLK, SECRETARY.

THEO BAKER
HUGHIE M. BAKER

ACKNOWLEDGMENT BEFORE NOTARY PUBLIC

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, THOS. H. PATTON, a Notary Public in and for said County and State, the within named THEO BAKER AND WIFE HUGHIE M. BAKER the bargainors, with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And HUGHIE M. BAKER, WIFE, of the said THEO BAKER having appeared before me privately and apart from HER husband, the said HUGHIE M. BAKER, 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 OLD HICKORY, Tennessee, this 7 day of JAN., 1935.

My commission expires APR. 7, 1937.

(Seal) THOS. H. PATTON,
Notary Public.

STATE OF TENNESSEE
COUNTY OF DAVIDSON.

BEFORE ME, ELIZABETH GENTRY, A NOTARY PUBLIC IN AND FOR SAID STATE AND COUNTY, PERSONALLY APPEARED J. E. 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 CONTANNED 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, THE 11 DAY OF FEB., 1935.

(SEAL) MRS. ELIZABETH GENTRY,
NOTARY PUBLIC.

MY COM. EXP: JULY 8, 1937.
U.S.R.S. $2.00.
RECEIVED FEB. 11, 1935, AT 2:04 P.M.