NUMBER 57173 RECORDED JUNE 18,1935 LIFE & CASUALTY INS CO OF TENN TO WALTER MCCALEB

INSTALLMENT DEED

THREE CENTS (2,907.03)

FOR AND IN CONSIDERATION of the sum of TWO THOUSAND NINE HUNDRED SEVEN DOLLARS AND /DOLLARS
of which FIVE HUNDRED FIFTY (550) DOLLARS has been paid in cash by
WALTER MCCALEB , receipt of which is hereby acknowledged, and for the remainder
TWO THOUSAND THREE HUNDRED FIFTY SEVEN DOLLARS AND THREE CENTS (2,357.03) - - DOLLARS
the said WALTER MCCALEB AND WIFE, VINNIE M. MCCALEB HAVE EXECUTED THEIR PROMISSORY NOTES OF
EVEN DATE HEREWITH, PAYABLE AS FOLLOWS:
TWELVE HUNDRED (1200) DOLLARS DUE AND PAYABLE IN SIXTY (60) MONTHLY INSTALLMENTS OF TWENTY (20) DOLLARS EACH; THE FIRST OF SAID INSTALMENTS BEING DUE AND PAYABLE JUNE 15,1935, AND THE REMAINING FIFTY NINE (59) INSTALMENTS BEING DUE AND PAYABLE CONSECUTIVELY ON THE 15TH DAY OF EACH SUCCEEDING MONTH UNTIL ALLHAVE BEEN PAID, TOGETHER WITH INTEREST ON EACH INSTALMENT FROM DATE AT THE RATE OF SIX (6) PER CENT PER ANNUM PAYABLE ON EACH INSTALMENT PAYING DATE.
AND THE BALANCE OF ELEVEN HUNDRED FIFTY SEVEN DOLLARS AND THREE CENTS (1,157.03) DUE AND PAYABLE JULY 15,1940, TOGETHER WITH INTEREST THEREON FROM DATE AT THE RATE OF (6) PER CENT PER ANNUM, DUE AND PAYABLE ON NOVEMBER 15,1935, AND ON THE 15TH DAY OF EACH SUCCEEDING MAY AND NOVEMBER, 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, THE LIFE & CASUALTY INSURANCE COMPANY OF TENNESSEE INCORPORATED, HAVE THIS DAY BARGAINED AND SOLD, AND DO HEREBY TRANSFER AND CONVEY UNTO THE SAID WALTER MCCALEB, HIS HEIRS AND ASSIGNS, CERTAIN REAL ESTATE IN DAVIDSON COUNTY, TENNESSEE, AS FOLLOWS: PART OF TRACT NO.9 OF THE LIFE & CASUALTY SUBDIVISION PROPERTY, LOCATED ON T-E SOUTHERLY SIDE OF OLD HICKORY BLVD., TO WIT:
BEGINNING AT AN IRON PIN IN THE SOUTHERLY RIGHT-OF-WAY LINE OF THE TENNESSEE CENTRAL RAILWAY COMPANY AND IN THE EASTERLY LINE OF PITTS AVENUE AND RUNNING THENCE SOUTH 28 DEGREES 34' WEST A DISTANCE OF 240 FEET ALONG THE EASTERLY LINE OF PITTS AVENUE TO AN IRON PIN; THENCE SOUTH 50 BEGREES 20' EAST A DISTANCE OF 769.6 FEET TO A POINT; THENCE SOUTH 35 DEGREES 58' WEST A DISTANCE OF 221.1 FEET TO A CONCRETE MONUMENT, A CORNER IN THE U.S. GOVERNMENT SURVEY; THENCE ALONG SAID U.S. GOVERNMENT SURVEY LINE SOUTH 62 DEGREES 40' EAST A DISTANCE OF 689.9 FEET TO THE TENNESSEE CENTRAL RAILWAY COMPANY RIGHT-OF-WAY LINE; THENCE ALONG SAID RIGHT-OF-WAY LINE IN A NORTHERLY AND WESTERLY DIRECTION A DISTANCE OF 1,560.5 FEET TO THE POINT OF BEGINNING, COMPRISING AN AREA OF 7.710 ACRES MORE OR LESS. BEING A PART OF THE SAME PROPERTY CONVEYED BY A.M. BURTON, TRUSTEE TO THE LIFE & CASUALTY

and 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:
INSURANCE COMPANY OF TENNESSEE. BY DEED RECORDED IN BOOK 895, PAGE 572, SAID REGISTER'S OFFICE.
TAXES FOR THE YEAR 1935 ARE PRO RATED AS OF DATE OF THIS INSTRUMENT, ALL TAXES BECOMING DUE AND PAYABLE THEREAFTER ARE ASSUMED BY AND TO BE PAID BY THE PURCHASER.
THE PURCHASER IS HEREBY GRANTED THE PRIVILEGE OF MAKING ONE, ONE-HALF INCH WATER TAP CONNECTION TO THE WATER LINE OF THE DUPONTONIA WATER COMPANY ADJACENT TO THE ABOVE DESCRIBED PROPERTY AND AGREES TO ACCEPT AND PERMIT THE INSTALLATION OF A STANDARD WATER METER TO BE FURNISHED AND INSTALLED BY THE DUPONTONIA WATER COMPANY. AND PAID FOR BY THE PURCHASER. ALL INSTALLATION AND CONNECTION CHARGES OF MAKING THE ONE-HALF INCH CONNECTION AND INSTALLING THE METER ARE TO BE BORNE BY AND PAID BY THE PURCHASER, AND THE PURCHASER AGREES FOR HIMSELF HIS HEIRS AND ASSIGNS TO PAY THE DUPONTONIA WATER COMPANY FOR ALL WATER PASSING THROUGH THE METER AT RATES ESTABLISHED BY THE DUPONTONIA WATER COMPANY, ITS SUCCESSORS OR ASSIGNS.
THIS CONVEYANCE IS MADE SUBJECT TO THE FOLLOWING RESTRICTIONS;
1: THAT ALL BUILDINGS ERECTED ON SAID LAND SHALL BE UNIFORM DISTANCE FROM THE PROPERTY LINES, WHICH SHALL IF NO INSTANCE BE NEARER THAN 18 FEET FROM SAID PROPERTY LINES.
2: THAT THE PREMISES AND NO PART THEREOF SHALL SOLD, ALIENED, CONVEYED OR DEVISED BY 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, COVENANT AND CONDITIONS ARE AND SHALL BE BINDING AND OBLIGATORY UPON, AND SHALL BE OBSERVED BY THE SAID GRANTEES 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 AND RUN WITH THE LAND, AND SHALL BEBINDING AND OBLIGATORY UPON ALL AND EVERY PERSON OR PERSONS, WHO NOW OR THEREAFTER 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 PURCHASERS HEREIN, BUT ARE HEREBY RESERVED FOR THE COMMON USE OF OTHER DUPONTONIA PROPERTY WITH FULL RIGHT AND PRIVILEGE TO MAKE ANY CONNECTIONS THERETO.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said WALTER MCCALEB, HIS 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 WALTER MCCALEB, HIS 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 WALTER MCCALEB AND WIFE VINNIE M.MCCALEB 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.

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 AS 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 WALTER MCCALEB AND WIFE, VINNIE M.MCALEB , 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 $ 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 WALTER MCCALEB AND WIFE VINNIE M.MCCALEB , 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 WALTER MCCALEB, HIS representatives or assigns. SEE X.

In case of the death, absence, inability, or refusal to act of said Trustee at any time when action under the foregoing powers 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, INCORPORATED, AND WALTER MCCALEB AND WIFE VINNIE M.MCCALEB

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at NASHVILLE , Tennessee, this the 15 day of MAY , 193 5 hereunto set our hands

(SEAL) LIFE & CASUALTY INSURANCE COMPANY OF TENNESSEE, INC.
BY J.E. ACUFF , VICE PRESIDENT
ATTEST: H.B. FOLK, SECRETARY
WALTER MCCALEB
VINNIE M. MCCALEB

ACKNOWLEDGMENT BEFORE NOTARY PUBLIC

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, THOS.ELIZPATTON , a Notary Public in and for said County and State, the within named WALTER MCCALEB AND WIFE VINNIE M.MCCALEB the bargainor S , with whom I am personally acquainted, and who acknowledged that WE XXEX executed the within instrument for the purposes therein contained.

And VINNIE MCMCCALEB WIFE of the said WALTER MCCALEB having appeared before me privately and apart from HER husband , the said VINNIE M.MCCALEB , 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 8 day of JUNE , 193 5.

My commission expires APRIL 7,1937.

(Seal) THOS. H. PATTON 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.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, INCORPORATED, 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 PURPOSES THEREIN CONTAINED BY SIGNING THE NAME OF THE CORPORATION BY H.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,TENNESSEE,THIS 14 DAY OF JUNE,1935.

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

U.S.R.S. $3.00

REC'D JUNE 17TH 1935 AT 2:09 P.M.

I declare that I am the true and lawful holder of the claim secured by the instrument within recorded, and hereby acknowledge the satisfaction and discharge of the lien to secure the same in full. This ... day of ... 1940

Attest ... County Register

I declare that I am the true and lawful holder of the claim secured by the instrument within recorded, and hereby acknowledge the satisfaction and discharge of the lien to secure the same in full. This ... day of ... 1940

Attest ... County Register

I declare that I am the true and lawful holder of the claim secured by the instrument within recorded, and hereby acknowledge the satisfaction and discharge of the lien to secure the same in full. This 22nd day of June 1940

Attest ... County Register