401, NUMBER 59315 RECORDED AUG 7,1935 LIFE & CASUALTY INS. CO OF TENN. TO FRANK BARNES & WIFE.

INSTALLMENT DEED

FOR AND IN CONSIDERATION of the sum of TWENTY THREE CENTS (2,686.23) DOLLARS, TWO THOUSAND SIX HUNDRED EIGHTY SIX DOLLARS AND / DOLLARS of which FIVE HUNDRED (500) DOLLARS has been paid in cash by FRANK BARNES AND WIFE MARY B. BARNES, , receipt of which is hereby acknowledged, and for the remainder TWO THOUSAND ONE HUNDRED EIGHTY SIX DOLLARS AND TWENTY THREE CENTS (2,186.23)---- DOLLARS the said FRANK BARNES AND WIFE, MARY B. BARNES HAVE EXECUTED THEIR PROMISSORY NOTE, OF EVEN DATE HEREWITH, PAYABLE IN SIXTY ONE (61) INSTALLMENTS AS FOLLOWS: SIXTY (60) INSTALLMENTS IN THE SUM OF TWENTY (20) DOLLARS EACH, THE FIRST OF WHICH SHALL BE DUE AND PAYABLE ON AUGUST 1ST,1935, AND THE REMAINING FIFTY NINE (59) INSTALLMENTS SHALL BE DUE AND PAYABLE CONSECUTIVELY ON THE FIRST DAY OF EACH SUCCEEDING MONTH UNTIL SIXTY PAYMENTS OF TWENTY (20) DOLLARS EACH HAVE BEEN MADE.

ONE (1) INSTALMENT IN THE SUM OF NINE HUNDRED EIGHTY SIX DOLLARS TWENTY THREE CENTS (986.23) DUE AND PAYABLE ON THE FIRST DAY OF SEPTEMBER 1940. TOGETHER WITH INTEREST ON EACH INSTALMENT FROM DATE, AT THE RATE OF SIX (6) PER CENT PER ANNUM, PAYABLE ON EABH INSTALMMENT PAYING DATE, EXCEPT AS TO THE LAST INSTALMENT OF NINE HUNDRED EIGHTY SIX DOLLARS TWENTY THREE CENTS (986.23) WHICH INSTALMENT SHALL BEAR INTEREST AT THE RATE OF SIX (6) PER CENT PER ANNUM FROM DATE HEREOF, SAID INTEREST TO BE PAYABLE SEMI-ANNUALLY ON THE 15TH DAYS OF JANUARY AND JULY OF EACH YEAR, 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. LIFE & CASUALTY INSURANCE COMPANY OF TENNESSEE, INCORPORATED, HAVE THIS DAY BARGAINED AND SOLD, AND DO HEREBY TRANSFER AND CONVEY UNTO THE SAID FRANK BARNES AND WIFE, MARY B. BARNES, THEIR HEIRS AND ASSIGNS, CERTAIN REAL ESTATE IN DAVIDSON COUNTY, TENNESSEE, AS FOLLOWS:

BEING THE SOUTHERLY PART OF LOT 16, SECTION 2, LIFE & CASUALTY SUBDIVISION, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE CENTER LINE OF PITTS AVENUE WITH THE NORTHERLY LINE OF OLD HICKORY BOULEVARD; THENCE ALONG THE CENTER LINE OF PITTS AVENUE NORTH 67 DEGREES 25 MINUTES EAST A DISTANCE OF 361.3 FEET TO A POINT; THENCE NORTH 48 DEGREES 29 MINUTES EAST LONG THE SOUTHERLY LINE OF THE FINK LAND A DISTANCE OF 344.6 FEET TO A POINT IN WESTERLY LINE OF LOT 16, SECTION 2; THENCE SOUTH 41 DEGREES 31 MINUTES WEST ALONG THE WESTERLY LINE OF LOT 16, SECTION 2, A DISTANCE OF 325 FEET TO A POINT IN THE NORTHERLY MARGIN OF OLD HICKORY BOULEVARD; THENCE ALONG THE NORTHERLY MARGIN OF OLD HICKORY BOULEVARD SOUTH 48 DEGREES 29 MINUTES EAST A DISTANCE OF 206.8 FEET TO THE POINT OF BEGGNNING, COMPOSING 2.132 ACRES, MORE OR LESS.

BEING PART OF THE SAME PROPERTY CONVEYED BY A.M. BURTON, TRUSTEE, TO THE LIFE & CASUALTY ~~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:----~~

INSURANCE COMPANY OF TENNESSEE, BY DEED RECORDED IN BOOK 895, PAGE 572 SAID REGISTER'S OFFICE.

ALL TAXES TO BE PRORATED AS OF DATE OF DEED FOR THE YEAR 1935, AND THEREAFTER ARE 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 ONE 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, IS TO BE BORNE BY AND PAID BY THE PURCHASER, AND THE PURCHASER AGREES FOR THEMSELVES, THEIR 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 OF UNIFORM DISTANCE FROM THE PROPERTY LINES, WHICH SHALL IN NO INSTANCE BE NEARER THAN 18 FEET FROM SAID PROPERTY LINES.
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 CONVEYANCE 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 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 BE BINDING 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 NOTEXCLUSIVE 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 FRANK BARNES AND WIFE, MARY B. BARNES, 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 ~~and~~ and representatives, to warrant and forever defend the title to said real estate to said FRANK BARNES AND WIFE, MARY B. BARNES, 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 BE, the said FRANK BARNES AND WIFE MARY B. BARNES,

do hereby transfer and convey unto SYDNEY F. KEEBLE, Trustee, his successors and assigns, the said 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/DUE 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 FRANK BARNES AND WIFE MARY B. BARNES, 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 / 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 FRANK BARNES AND WIFE MARY B. BARNES, 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 FRANK BARNES AND WIFE MARY B. BARNES 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 SYDNEY F. KEEBLE 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 FRANK BARNES AND WIFE, MARY B. BARNES, hereunto set our hands at NASHVILLE, Tennessee, this the 15 day of JULY, 1935. ,193 .

(SEAL) LIFE & CASUALTY INSURANCE COMPANY OF TENNESSEE, INC.
BY OTIS P. GRANT, VICE PRESIDENT

ATTEST: H.B. FOLK, SECRETARY

FRANK BARNES
MARY B. BARNES

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 FRANK BARNES AND WIFE, MARY B. BARNES, the bargainors with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And MARY B. BARNES, WIFE of the said FRANK BARNES, having appeared before me privately and apart from HER husband, the said MARY B. BARNES, 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 31. day of JULY, 1935.

My commission expires APRIL 7/1937 (Seal) THOS. H. PATTON
Notary Public.

STATE OF TENNESSEE, COUNTY OF DAVIDSON.

BEFORE ME, ~~WHO~~ MRS. ELIZABETH GENTRY, A NOTARY PUBLIC IN AND FOR SAID STATE AND COUNTY, PERSONALLY APPEARED OTIS P. GRANT, 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, ~~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 OTIS P. GRANT, AS VICE PRESIDENT, AND ATTESTING THE SAME BY H.B. FOLK, AS SECRETARY.

WITNESS MY HAND AND OFFICIAL SEAL AT OFFICE, IN NASHVILLE, TENNESSEE, THE 2 DAY OF AUGUST 1935.

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

U.S.R.S. $3.00

REC'D AUG 6,1935 AT 10:22 A.M.