WE, the said MRS. ERNA HEAD AND HUSBAND, J. A. HEAD, 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 $ 500.00 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 MRS. ERNA HEAD AND HUSBAND, J. A. HEAD, 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 MRS. ERNA HEAD, HER 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 W. J. STEPHENS 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 J. W. BESS, hereunto set our hands and MRS. ERNA HEAD AND HUSBAND, J. A. HEAD, at NASHVILLE, Tennessee, this the 10TH day of JUNE, 1935.

JAMES W. BESS

MRS. ERNA HEAD

J. A. HEAD

ACKNOWLEDGMENT BEFORE NOTARY PUBLIC

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, H. J. LOVELACE, a Notary Public in and for said County and State, the within named J. W. BESS AND MRS. ERNA HEAD AND HUSBAND,--(J.W. BESS BEING AN UNMARRIED MAN ABOVE THE AGE OF 21 YEARS) the bargainor S, with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And MRS. ERNA HEAD, WIFE of the said J. A. HEAD having appeared before me privately and apart from HER husband, the said MRS. ERNA HEAD, 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 12 day of JUNE, 1935.

My commission expires JULY 8, 1935.

(Seal) H. J. LOVELACE, Notary Public.

U.S.R.S. $1.50.

RECEIVED JAN. 29, 1936, AT 10:35 A.M.



SMITH MARSHALL & BRUCE CO. NASHVILLE

# INSTALLMENT DEED

989

FOR AND IN CONSIDERATION of the sum of ($250.00) TWO HUNDRED FIFTY AND NO/100 DOLLARS of which SIXTY-TWO AND 50/100 DOLLARS has been paid in cash by GRANVILLE TURNER AND WIFE, FRANCES E.TURNER, THE, receipt of which is hereby acknowledged, and for the remainder ($187.50) ONE HUNDRED EIGHTY-SEVEN AND 50/100 DOLLARS the said GRANVILLE TURNER AND WIFE, FRANCES E.TURNER,

HAVE EXECUTED THREE PRINCIPAL NOTES OF EVEN DATE HEREWITH FOR THE SUM OF $62.50 EACH, PAYABLE TO THE ORDER OF R.F.DAVIS ON OR BEFORE ONE, TWO AND THREE YEARS AFTER DATE RESPECTIVELY,

PAYABLE ANNUALLY,

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

WE, R.F.DAVIS AND WIFE,

have this day bargained and sold, and do hereby transfer and convey, unto the said GRANVILLE TURNER AND WIFE, FRANCES E. TURNER, THEIR heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

BEING LOTS NOS. 1 TO 5 INCLUSIVE OF BLOCK "A" ON THE MAP OF DAVIS HEIGHTS SUBDIVISION AS APPEARS OF RECORD IN BOOK 843, PAGES 104 AND 105, IN THE REGISTERS OFFICE FOR SAID COUNTY.

THIS PROPERTY IS CONVEYED SUBJECT TO THE FOLLOWING BUILDING RESTRICTIONS WHICH ARE COVENANTS RUNNING WITH THE LAND AND SHALL REMAIN IN FULL FORCE AND EFFECT UNTIL JANUARY 1, 1960:-

1. NO BUSINESS HOUSE OR INSTITUTION OF ANY KIND SHALL BE ERECTED ON ANY OF THE LOTS IN SAID SUBDIVISION, BUT THE SAME MAY BE USED FOR RESIDENTIAL PURPOSES ONLY.

2. NO RESIDENCE SHALL BE ERECTED ON ANY LOT OR LOTS FRONTING ON ROSEBANK AVENUE OR PORTER ROAD COSTING LESS THAN $2,000.00, NOR ANY ERECTED ON LOTS FRONTING ON WENDELL OR MELBA AVENUES COSTING LESS THAN $1,500.00.

3. NO RESIDENCE SHALL BE ERECTED ON ANY OF THE LOTS IN THIS SUBDIVISION WITHIN 100 FEET OF THE STREET UPON WHICH SAID LOT OR LOTS FRONT.

4. NO PART OF SAID PREMISES HEREIN CONVEYED SHALL BE SOLD, ALIENED, CONVEYED, LEASED OR DEVISED TO ANY PERSON OR PERSONS OF AFRICAN BLOOD OR DESCENT, BUT SUCH PERSONS MAY OCCUPY OR LIVE ON SAID PREMISES IN THE CAPACITY OF SERVANTS ONLY.

5. TEMPORARY OR GARAGE HOUSES MAY BE ERECTED ON THE REAR OF THE LOTS IN THIS SUBDIVISION AND OCCUPIED AS HOMES UNTIL THE PERMANENT RESIDENCE HAS BEEN BUILT.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said GRANVILLE TURNER AND WIFE, FRANCES E.TURNER, THEIR heirs and assigns, WE covenant that WE ARE forever, 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, heirs and representatives, to warrant and forever defend the title to said real estate to said GRANVILLE TURNER AND WIFE, FRANCES E.TURNER, 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 GRANVILLE TURNER AND WIFE, FRANCES E. TURNER, do hereby transfer and convey unto J.H.TIDMAN, 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 hereby release the same on the land and discharge of the lien to secure the same to be void. This 29 day of July, 1937

C. F. Davis

E. T. Sparkman DEPUTY REGISTER