WE , the said JOHN VANDERPOOL AND WIFE, ZERA INA VANDERPOOL , 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 $ 300.00 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 JOHN VANDERPOOL AND WIFE, ZERA INA VANDERPOOL , 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 JOHN VANDERPOOL AND WIFE, ZERA INA, 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 H.J. STEEBLE 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 JAMES MELVIN BASS AND WIFE, RUTH MAY BASS

and JOHN VANDERPOOL AND WIFE, ZERA INA VANDERPOOL , hereunto set our hands at NASHVILLE , Tennessee, this the 19TH day of MARCH , 1935 .

JAMES MELVIN BASS
RUTH MAY BASS
JOHN VANDERPOOL
ZERA INA VANDERPOOL

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 JAMES MELVIN BASS AND WIFE, RUTH MAY BASS, & JOHN VANDERPOOL AND WIFE, ZERA INA VANDERPOOL , the bargainor S, with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And RUTH MAY BASS & ZERA INA VANDERPOOL WIVES, of the said JAMES MELVIN BASS & JOHN VANDERPOOL having appeared before me privately and apart from THEIR husband S, the said RUTH MAY BASS & ZERA INA VANDERPOOL , acknowledged the execution of the said instrument to have been done by THEM freely, voluntarily, and understandingly, without compulsion or constraint from THEIR said husband S, and for the purposes therein expressed.

Witness my hand and official seal at NASHVILLE , Tennessee, this 19 day of MARCH , 1935

My commission expires JULY 5, 1935

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

RECORD APRIL 19,1936 AT 10:02 A.M.



20073 BROWNELL & BRUCE CO. NASHVILLE

# INSTALLMENT DEED

989

FOR AND IN CONSIDERATION of the sum of TWO THOUSAND FIVE HUNDRED EIGHTY TWO DOLLARS AND/TWENTY SEVEN CENTS (2,582.27) DOLLARS of which FOUR HUNDRED (400) DOLLARS has been paid in cash by MARVIN SUMNER AND WIFE MARIE SUMNER receipt of which is hereby acknowledged, and for the remainder TWO THOUSAND ONE HUNDRED EIGHTY TWO AND 27/100 (2,182.27) DOLLARS the said MARVIN SUMNER AND WIFE MARIE SUMNER

HAVE EXECUTED THEIR PROMISSORY NOTE OF EVEN DATE HEREWITH, PAYABLE AS FOLLOWS: SIXTY EQUAL MONTHLY INSTALMENTS OF TWENTY (20) DOLLARS EACH. THE FIRST INSTALMENT SHALL BE DUE AND PAYABLE ON THE 15TH DAY OF MARCH, 1936, AND THE REMAINDER SHALL BE DUE AND PAYABLE CONSECUTIVELY ON THE 15TH DAY OF EACH SUCCEEDING MONTH UNTIL 60 EQUAL MONTHLY INSTALMENTS OF $20.00 EACH HAVE BEEN PAID.
ONE INSTALMENT OF SEVENTY (70) DOLLARS, DUE AND PAYABLE ON THE FIRST DAY OF MAY, 1936;
ONE INSTALMENT OF NINE HUNDRED TWELVE DOLLARS AND TWENTY SEVEN CENTS (912.27) DUE AND PAYABLE MAY 15, 1941.
TOGETHER WITH INTEREST ON EACH INSTALMENT FROM DATE AT THE RATE OF SIX (6) PER CENT PER ANNUM, PAYABLE AT THE MATURITY DATE OF SUCH INSTALMENT, EXCEPT AS TO THE INSTALMENT OF NINE HUNDRED TWELVE DOLLARS AND TWENTY SEVEN CENTS, WHICH INSTALMENT SHALL BEAR INTEREST FROM DATE HEREOF AT THE RATE OF SIX PER CENT PER ANNUM, PAYABLE ON THE 15TH DAYS OF AUGUST AND FEBRUARY 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, WE, THE LIFE & CASUALTY INSURANCE COMPANY OF TENNESSEE, INCORPORATED, HAVE THIS DAY BARGAINED AND SOLD, AND DO HEREBY TRANSFER AND CONVEY UNTO THE SAID MARVIN SUMNER AND WIFE MARIE SUMNER, THEIR HEIRS AND ASSIGNS, CERTAIN REAL ESTATE IN DAVIDSON COUNTY, TENNESSEE, AS FOLLOWS:
PARTS OF TRACTS 6 AND 7, ACCORDING TO AN UNRECORDED PLAT OF THE LIFE & CASUALTY SUBDIVISION PROPERTY, SITUATED ON THE SOUTHERLY SIDE OF OLD HICKORY BOULEVARD, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT A POINT IN THE WESTERLY BOUNDARY OF THE HUFFMAN LAND AND BEING ALSO THE SOUTHEASTERLY CORNER OF THE KIMBROUGH LAND AND RUNNING THENCE NORTH 82 DEGREES 17 MINUTES WEST A DISTANCE OF 505.3 FEET, PART OF SAID LINE BEING IN THE CENTER OF AN UNNAMED ROAD WHICH IS 30 FEET WIDE AND ALL OF SAID LINE BEING ON THE SOUTHERLY BOUNDARY OF THE KIMBROUGH LAND, TO A POINT, THENCE NORTH 53 DEGREES 17 MINUTES WEST WITH KIMBROUGH'S LINE A DISTANCE OF 102 FEET TO A POINT; THENCE SOUTH 8 DEGREES WEST A DISTANCE OF 1039 FEET TO A POINT IN THE ORIGINAL U. S. GOVERNMENT RESERVATION SOUTHERLY BOUNDARY, THENCE SOUTH 55 DEGREES 45 MINUTES EAST ALONG SAID RESERVATION BOUNDARY A DISTANCE OF 149.9 FEET TO A CONCRETE MONUMENT, THENCE NORTH 86 DEGREES 17 MINUTES EAST ALONG SAID RESERVATION BOUNDARY A DISTANCE OF 696.6 FEET TO A POINT, BEING THE SOUTHWESTERLY CORNER OF THE BAKER LAND, THENCE WITH BAKER'S WESTERLY BOUNDARY NORTH 17 DEGREES 08 MINUTES EAST A DISTANCE OF 808.4 FEET TO A POINT, BEING THE SOUTHEASTERLY CORNER OF THE HUFFMAN LAND, THENCE WITH HUFFMAN'S SOUTHERLY BOUNDARY NORTH 82 DEGREES 52 MINUTES WEST A DISTANCE OF 375 FEET TO A POINT, BEING HUFFMAN'S SOUTHWESTERLY CORNER, THENCE NORTH 16 DEGREES 43 MINUTES EAST WITH HUFFMAN'S WESTERLY BOUNDARY A DISTANCE OF 126.7 FEET TO THE POINT OF BEGINNING, COMPRISING AN AREA OF 19.2 ACRES MORE OR LESS.
BEING PART OF THE SAME PROPERTY CONVEYED BY DEED OF A. M. BURTON, TRUSTEE, TO LIFE & CASUALTY INSURANCE COMPANY, DATED JANUARY 6, 1932, RECORDED IN BOOK 895, PAGE 572, REGISTER'S OFFICE OF DAVIDSON COUNTY, TENNESSEE.
TAXES FOR THE YEAR 1935 ARE TO BE PRORATED AS OF DATE OF THIS INSTRUMENT.
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 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 GRANTEES AND HEIRS, DEVISEES 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 RIGHT 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.

BOOK NO. 1021 PAGE NO. 163 DAVIDSON COUNTY, TENN.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said MARVIN SUMNER AND WIFE MARIE SUMNER, 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 XXXXX and representatives, to warrant and forever defend the title to said real estate to said MARVIN SUMNER AND WIFE MARIE SUMNER, 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 MARVIN SUMNER AND WIFE MARIE SUMNER,

do hereby transfer and convey unto SYDNEY F. KEEBLE, , 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.