ROSE BRYAN

WE , the said H.S. LYNN AND WIFE LILLIE LYNN AND I. S. BRYAN & WIFE 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 AND WINDSTORM 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. COMPANY

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 H.S. LYNN & WIFE LILLIE LYNN & I.S.BRUAN & WIFE ROSE BRYAN , 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 H.S. LYNN AND WIFE LILLIE LYNN & I. S. BRYAN AND WIFE ROSE BRYAN representatives or assigns. IT IS AGREED THAT IF SAID PROPERTY IS SOLDUNDER THIS INSTRUMENT BRYAN 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.

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 H.S. LYNN AND WIFE LILLIE LYNN AND I. S. BRYAN AND WIFE ROSE BRYAN , hereunto set our hands at NASHVILLE, , Tennessee, this the 1ST day of APRIL , 1936 .

(SEAL) LIFE & CASUALTY INSURANCE COMPANY OF TENNESSEE INCORPORATED

ATTEST

BY J.E. ACUFF, VICE PRESIDENT

H.B.FOLK,
SECRETARY.

H.S. LYNN,
LILLIE LYNN
I.S. BRYAN
ROSE BRYAN

ACKNOWLEDGMENT BEFORE NOTARY PUBLIC

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, [illegible] Notary Public in and for said County and State, the within named H.S. LYNN AND WIFE LILLIE LYNN AND I. S. BRYAN AND WIFE ROSE BRYAN the bargainor S , with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And LILLIE LYNN AND ROSE BRYAN WIVES, of the said H.S. LYNN AND I. S.BRYAN having appeared before me privately and apart from THEIR husband S , the said LILLIE LYNN AND ROSE BRYAN , 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 13 day of APRIL , 1936,

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. FOLLK 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 AUTHORITZED SO TODO EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED BY SIGNING THE NAMED 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, TENNESSEE THE 20 DAY OF APRIL 1936.

(SEAL) MRS. ELIZABETH GENTRY,
NOTARY PUBLIC

MY COMMISSION EXPIRES JULY 8, 1937

U.S.R.S $.50¢
RECD APRIL 21ST, 1936 AT 12; 21 P.M.

20079 MARSHALL & BRUCE CO. NASHVILLE

INSTALLMENT DEED

989

FOR AND IN CONSIDERATION of the sum of TWENTY THREE HUNDRED SIXTY EIGHT DOLLARS AND FORTY FOUR CENTS (2368.44) DOLLARS of which FOR HUNDRED FIFTY (450) DOLLARS has been paid in cash by T.J. DONNELL AND WIFE, ESMA J. DONNELL , receipt of which is hereby acknowledged, and for the remainder NINETEEN HUNDRED EIGHTEEN DOLLARS AND FORTY FOUR CENTS (1918.44) DOLLARS the said T.J. DONNELL AND WIFE, ESMA J.DONNELL HAVE EXECUTED THEIR PROMISSORY NOTES, OF EVEN DATE HEREWITH, PAYABLE IN 61 INSTALLMENTS AS FOLLOWS:
TWENTY FOUR (24) EQUAL MONTHLY INSTALLMENTS OF FIFTEEN (15)DOLLARS EACH. THE FIRST INSTALMENT SHALL BE DUE AND PAYABLE ON THE FIRST DAY OF MARCH 1936, AND THE REMAINING TWENTY THREE (23) INSTALLMENTS OF FIFTEEN (15) DOLLARS EACH SHALL BE DUE AND PAYABLE CONSECUTIVELY ON THE FIRST DAY OF EACH SUCCEEDING MONTH UNTIL ALL HAVE BEEN PAID; THIRTY SIX (36) EQUAL MONTHLY INSTALLMENTS OF TWE TY (20) DOLLARS EACH. THE FIRST INSTALLMENT SHALL BE DUE AND PAYABLE ON THE FIRST DAY OF MARCH,1938, AND THE REMAINING THIRTY FIVE (35) INSTALLMENTS OF TWENTY (20) DOLLARS EACH SHALL BE DUE AND PAYABLE CONSECUTIVELY ON THE FIRST DAY OF EACH SUCCEEDING MONTH UNTIL ALL HAVE BEEN PAID; ONE INSTALLMENT IN THE AMOUNT OF EIGHT HUNDRED THIRTY EIGHT DOLLARS AND FORTY FOUR CENTS (838.44)DUE AND PAYABLE THE FIRST DAY OF MAY, 1941.
TOGETHER WITH INTEREST AT THE RATE OF SIX (6) PER CENT PER ANNUM, ON EACH INSTALLMENT FROM DATE, PAYABLE AT THE MATURITY DATE OF SUCH INSTALMENT, EXCEPT THE LAST INSTALMENT OF EIGHT HUNDRED THIRTY EIGHT DOLLARS AND FORTY FOUR CENTS (838.44) WHICH INSTALMENT SHALL BEAR INTEREST AT SIX PERCENT PER ANNUM, FROM DATE THEREOF, PAYABLE ON THE FIRST DAYS OF AUGUST AND FEBRUARY OF EACH YEAR.
THE UNDERSIGNED SHALL HAVE THE PRIVILEGE OF PAYING ANY INSTALLMENT PRIOR TO MATURITY THEREOF, AT ANY INTEREST OR INSTALMENT PAYING DATE. AND PROVIDED 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 T.J. DONNELL AND WIFE, ESMA J.DONNELL, THEIR HEIRS AND ASSIGNS, CERTAIN REAL ESTATE IN DAVIDSON COUNTY,TENNESSEE, AS FOLLOWS:
THE EASTERLY ONE-HALF OF LOT 4, SECTION 2 OF THE LIFE & CASUALTY INSURANCE COMPANY'S SUBDIVISION, RECORDED IN BOOK 843, PAGE 56 REGISTER'S OFFICE DAVIDSON COUNTY, TENNESSEE, BEING MORE FULLY DESCRIBED AS FOLLOWS:
FACING 175 FEET ON THE SOUTHERLY SIDE OF PITTS AVENUE, AND RUNNING BACK BETWEEN PARALLEL LINES A DISTANCE OF 582.6 FEET TO THE NORTHERLY BOUNDARY OF LOT 22, SECTION 2, OF SAID LIFE & CASUALTY INSURANCE COMPANY'S PROPERTY, CONTAINING 2.338 ACRES MORE OR LESS. BEING PART OF THE SAME PROPERTY CONVEYED BY A.M. BURT, TRUSTEE, TO LIFE & CASUALTY INSURANCE COMPANY OF TENNESSEE, BY DEED DATED JANUARY 6, 1932, AND RECORDED IN BOOK 395 PAGE 572, DAID REGISTER'S OFFICE.
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:~~
TAXES FOR THE YEAR 1936 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 10 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 COMENANT 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,1960. 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 NO 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 T.J. DONNELL AND WIFE, ESMA J.DONNELL, 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 ~~&~~ ~~its~~ and representatives, to warrant and forever defend the title to said real estate to said T.J. DONNELL AND WIFE, ESMA J. DONNELL, 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 T.J. DONNELL AND WIFE, ESMA J.DONNELL 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.