WE , the said WALTER LEE BROWN AND WIFE GRACE F.BROWN , 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 $ -- 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 LEE BROWN AND WIFE GRACE F. BROWN, , 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 LEE BROWN AND WIFE GRACE F. BROWN, 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 CHAS. NELSON PRESIDENT AND HIS SUCCESSORS AS AFORESAID 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~~ NASHVILLE TRUST COMPANY A CORPORATION AS AFORESAID HAS CAUSED THIS INSTRUMENT TO BE EXECUTED BY ITS DULY AUTHORIZED OFFICERS AND ITS CORPORATE SEAL TO BE AFFIXED AND WALTER LEE BROWN AND WIFE GRACE F.BROWN ~~and~~ , hereunto set our hands at NASHVILLE, , Tennessee, this the 12TH day of MAY , 193 6.

ATTEST W.W. MCNEILLY SECRETARY.

(SEAL) NASHVILLE TRUST COMPANY
BY CHAS. NELSON, PRESIDENT

WALTER LEE BROWN

GRACE F.BROWN,

ACKNOWLEDGMENT BEFORE NOTARY PUBLIC

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, RUTH F. WILLIAMS , a Notary Public in and for said County and State, the within named WALTER LEE BROWN AND WIFE GRACE F. BROWN, the bargainor S , with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And GRACE F. BROWN WIFE , of the said WALTER LEE BROWN having appeared before me privately and apart from HER husband , the said GRACE F. BROWN , 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 21ST day of MAY 1936. , 193

My commission expires OCT. 31, 1939

(Seal) RUTH F. WILLIAMS, Notary Public.

STATE OF TENNESSEE. COUNT OF DAVIDSON

BEFORE ME RUTH F. WILLAMS A NOTARY PUBLCC IN AND FOR THE COUNTY AND STATE AFORESAID PERSONALLY APPEARED CHAS. NELSON WITH WHOM I AM PERSONALLY ACQUAINTED AND WHO UPON OATH ACKNOWLEDGED HIMSELF TO BE THE PRESIDENT OF THE NASHVILLE TRUST COMPANY THE WITHIN NAMED BARGAINOR A CORPORATION AND THAT HE AS SUCH PRESIDENT BEING AUTHORIZED SO TO DO EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSE THEREIN CONTAINED BY SIGNING THE NAME OF THE CORPORATION BY HIMSELF AS PRESIDENT, AND ALSO PERSONALLY APPEARED W. W. MCNEILLY WITH WHOM I AM PERSONALLY ACQUAINTED AND WHO UPON OATH ACKNOWLEDGED HIMSELF TO BE SECRETARY OF T HE WITHIN NAMED BARGAINOR A CORPORATION AND THAT HE AS SUCH SECRETARY BEING AUTHORIZED SO TO DO AFFIXED THE SEAL OF THE SAID CORPORATION TO THE FOREGOING INSTRUMENT TO EXECUTE THE SAME FOR THE PURPOSE THEREIN CONTAINED AND THAT HE ATTESTED THE SAME AS SUCH OFFICE OF SAID CORPORATION AND THAT THE SEAL THERETO AFFIXED IS THE GENUINE SEAL OF SAID CORPORATION.

WITNESS MY HAND AND SEAL AT OFFICE IN NASHVILLE, DAVIDSON COUNTY TENNESSEE THIS THE 18TH DAY OF MAY 1936. (SEAL) RUTH F.WILLIAMS,

MY COMMISSION EXPIRES ON THE 31ST DAY OF OCTOBER, 1939 NOTARY PUBLIC

U.S.R.S$1.00

RECD MAY 22 1936 AT 3; 50 P.M.

SMITH MARSHALL & BRIDGE CO. NASHVILLE

INSTALLMENT DEED

989

FOR AND IN CONSIDERATION of the sum of ($750.00) SEVEN HUNDRED FIFTY AND NO/100 DOLLARS of which FIVE AND NO/100 ($5.00) DOLLARS has been paid in cash by LUCILE Q. PURKS , receipt of which is hereby acknowledged, and for the remainder ($745.00) SEVEN HUNDRED FIFTY FIVE AND NO/100 DOLLARS the said LUCILE Q. PURKS AND HUSBAND, PAUL E. PURKS

HAVE EXECUTED THEIR ONE NOTE, BEARING EVEN DATE HEREWITH, PAYABLE TO THE ORDER OF NASHVILLE TRUST COMPANY, IN THE AMOUNT OF SEVEN HUNDRED FOETY FIVE AND NO/100 ($745.00) DOLLARS, PAYABLE IN TWENTY-FIVE (25) MONTHLY INSTALLMENTS, THE FIRST TWENTY-FOUR OF SAID INSTALLMENTS ARE IN THE AMOUNT OF THIRTY AND NO/100 ($30.00) DOLLARS EACH AND THE TWENTY-FIFTH AND LAST INSTALLMENT IS IN THE AMOUNT OF TWENTY FIVE AND NO/100 ($25.00) DOLLARS. THE FIRST ONE OF SAID INSTALLMENTS IS DUE ON JUNE 11TH, 1936, AND THE OTHERS, DUE MONTHLY THEREAFTER RESPECTIVELY.

SAIS $745.00 NOTE BEARING SIX PER CENT INTEREST FROM DATE, INTEREST PAYABLE MONTHLY, 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, NASHVILLE TRUST COMPANY, A CORPORATION CHARTERED UNDER AND BY VIRTUE OF THE LAWS OF THE STATE OF TENNESSEE, WITH ITS PRINCIPAL OFFICE AND PLACE OF BUSINESS IN NASHVILLE, TENNESSEE, HAS THIS DAY BARGAINED AND SOLD, AND DOES HEREBY TRANSFER AND CONVEY UNTO THE SAID LUCILE Q. PURKS, FOR HER SOLE AND SEPARATE USE, FREE FROM THE DEBTS AND CONTRACTS OF HER PRESENT, OR ANY FUTURE HUSBAND, WITH FULL POWER VESTED IN HER TO SELL, MORTGAGE OR OTHERWISE CONVEY, AS IF SHE WERE A FEME SOLE, HER HEIRS AND ASSIGNS, CERTAIN REAL ESTATE IN DAVIDSON COUNTY, TENNESSEE, AS FOLLOWS: BEING LOT NO. 4, IN BLOCK "H", ON THE MAP OF BATTLEFIELD DRIVE, SECTION NUMBER TWO, OF RECORD IN PLAN BOOK 843, PAGE 108, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE.

SAID LOT NO. 4, BLOCK "H" FRONTS 100 FEET ON THE SOUTHERLY SIDE OF BATTLEFIELD DRIVE, AND EXTENDS BACK ON THE WESTERLY LINE 245.2 FEET, AND ON THE EASTERLY LINE 247.86 FEET TO A LINE IN THE REAR, AND MEASURES 100 FEET THEREON.

~~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:~~

BEING PART OF THE SAME PROPERTY CONVEYED TO NASHVILLE TRUST COMPANY, BY DEED FROM E. E. MURREY, TRUSTEE, OF RECORD IN BOOK 965, PAGE 344, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE.

THE GRANTEE HEREIN ASSUMES AND AGREES TO PAY THE 1936 TAXES ON THE HEREIN DESCRIBED PROPERTY.

SAID LAND ABOVE DESCRIBED IS CONVEYED SUBJECT TO THE FOLLOWING RESTRICTIONS, WHICH SHALL BE COVENANTS RUNNING WITH THE LAND, BINDING ON THE GRANTEE, HER HEIRS AND ASSIGNS, FOR A PERIOD OF TWENTY YEARS FROM JUNE 1ST, 1935, AS FOLLOWS;

1. SAID LAND SHALL NOT BE SOLD, LEASED OR CONVEYED TO PERSONS OF AFRICAN BLOOD, OR DESCENT, OR OCCUPIED BY ANY SUCH PERSONS, EXCEPT IN THE CAPACITY OF SERVANTS.

2. SAID LAND SHALL BE USED EXCLUSIVELY FOR RESIDENTIAL PURPOSES.

3. NO RESIDENCE SHALL BE ERECTED ON SAID PROPERTY AT A COST OF LESS THAN $3,500.00, AND ANY SUCH RESIDENCE SHALL BE NOT LESS THAN SEVENTY FEET FROM THE SOUTH MARGIN OF BATTLEFIELD DRIVE.

4. THESE RESTRICTIONS MAY BE VACATED AND NULLIFIED BY THE WRITTEN CONSENT AND APPROVAL OF THE MAJORITY OF LOT OWNERS OWNING THE TITLE TO LOTS FRONTING THE SAID BATTLEFIELD DRIVE, LOCATED IN BATTLEFIELD ESTATES, SECTION NO. 2, AND UPON SUCH MAJORITY ENTERING INTO A WRITTEN AGREEMENT TO SUCH EFFECT, UPON THE RECORDING OF SUCH AN INSTRUMENT IN THE REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE, THE SAID RESTRICTIONS SHALL THEREUPON STAND VACATED AND NULLIFIED IN KEEPING WITH THE TERMS OF SUCH AGREEMENT.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said LUCILE Q. PURKS , HER heirs and assigns, forever, NASHVILLE TRUST COMPANY, A CORPORATION AS AFORESAID covenant that IT IS lawfully seized and possessed of said real estate in fee simple, have good right to convey it, and that the same is unencumbered.

EXCEPT AS SET OUT HEREIN, NASHVILLE TRUST COMPANY, A CORPORATION AS AFORESAID further covenant and bind S ITSELF, ITS ~~XXX~~ heirs and representatives, to warrant and forever defend the title to said real estate to said LUCILE Q.PURKS 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 LUCILE Q. PURKS AND HUSBAND PAUL E. PURKS DO HEREBY TRANSFER AND CONVEY UNTO CHAS. NELSON, AS PRESIDENT OF THE NASHVILLE TRUST COMPANY, A BANKING CORPORATION OF NASHVILLE, TENNESSEE, AND HIS SUCCESSORS IN OFFICE AS ~~do hereby transfer and convey unto~~ 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.

Filed for Record this 25th day of May 1936 at 3:50 P.M. and duly recorded in Book 1337 Page 316 NASHVILLE TRUST CO. BY Grace Love Asst. Secty.

I hereby certify that I am the custodian of the instrument herein recorded and have compared the same in full with the original thereof. Attest: DEPUTY REGISTER