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 non-payment of said notes as they mature, as hereinafter provided, and for the consideration of One Dollar to US in hand paid WE, the said R.L.TALLEY AND WIFE, AMY RICKETTS TALLEY,

do hereby transfer and convey unto JAMES W.RUTHERFORD, 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.

WE, the said R.L.TALLEY AND WIFE, AMY RICKETTS TALLEY, 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 R.L.TALLEY AND WIFE, AMY RICKETTS TALLEY, 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 US 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 JAMES W.RUTHERFORD, 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 EDNA KERNELL, A WIDOW, GEO TAYLOR THOMPSON AND ANNIE MAI THOMPSON, BOTH UNMARRIED, and R.L.TALLEY AND WIFE, AMY RICKETTS TALLEY, hereunto set out hands at NASHVILLE, Tennessee, this the 16TH day of SEPT. 1936.

EDNA KERNELL
GEO.TAYLOR THOMPSON
ANNIE MAI THOMPSON
R.L.TALLEY
AMY RICKETTS TALLEY

~~Acknowledgment Before Notary Public~~

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, JOE W.RIVES., a Notary Public in and for said County and State, the within-named EDNA KERNELL, A WIDOW, GEO TAYLOR THOMPSON AND ANNIE MAI THOMPSON, BOTH UNMARRIED, AND R.L.TALLEY AND WIFE, AMY RICKETTS TALLEY, the bargainors, with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

~~Wife~~ having appeared before me privately and apart from husband, the said ~~wife~~, acknowledged the execution of the said instrument to have been done by freely, voluntarily, and understandingly, without compulsion or constraint from said husband, and for the purposes therein expressed.

Witness my hand and official seal at Nashville, Tennessee, this 16TH day of SEPTEMBER, 1936.

My commission expires JULY 2ND, 1939.

(Seal) JOE W.RIVES,
Notary Public.

U.S.R.S. $1.50.

RECD SEPT. 18, 1936 AT 2:04 P M

NUMBER 77322 RECORDED SEPT 21,1936 THIRD NATL BK,AS TR UNDER THE WILL OF ALBERT W.SHRYER DEC'D &MRS. ANNIE B. SHRYER WIDOW OF A.W.SHRYER, DEC'D ~~TO JESSE N.DAVIS ET UX~~

25783 MARSHALL & BRUCE CO. NASHVILLE

INSTALLMENT DEED

1020

For and in Consideration of the sum of ($200.00) TWO HUNDRED & NO/100 - - - - - - - - DOLLARS

of which ($25.00) TWENTY-FIVE & NO/100 DOLLARS has been paid in cash by JESSE N.DAVIS AND WIFE, ELEANOR BUCK DAVIS, the receipt of which is hereby acknowledged, and for the remainder ($175.00) ONE HUNDRED SEVENTY-FIVE & NO/100 DOLLARS the said JESSE N.DAVIS AND WIFE, ELEANOR BUCK DAVIS, HAVE EXECUTED A SERIES OF THIRTY-FIVE (35) PROMISSORY ~~LEEN~~ NOTES, OF EVEN DATE HEREWITH, IN THE PRINCIPAL SUM OF FIVE & NO/100 ($5.00) DOLLARS EACH, PAYABLE TO THE ORDER OF THIRD NATIONAL BANK, AS TRUSTEE UNDER THE WILL OF ALBERT W. SHRYER,DECEASED, THE FIRST ONE OF SAID SERIES OF NOTES DUE ON OR BEFORE ONE MONTH FROM DATE, AND THE OTHERS, RESPECTIVELY, ONE ON OR BEFORE EACH CONSECUTIVE MONTH THEREAFTER UNTIL ALL ARE PAID, AND ALL OF SAID NOTES BEARING SIX PER CENT INTEREST FROM DATE, 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, THIRD NATIONAL BANK, A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE UNITED STATES OF AMERICA WITH ITS PRINCIPAL OFFICE IN NASHVILLE, TENNESSEE, AS TRUSTEE UNDER THE WILL OF ALBERT W. SHRYER,DECEASED, AND MRS. ANNIE B. SHRYER, WIDOW OF ALBERT W. SHRYER, DECEASED, HAVE THIS DAY BARGAINED AND SOLD, AND DO HEREBY TRANSFER AND CONVEY UNTO THE SAID JESSE N.DAVIS AND WIFE, ELEANOR BUCK DAVIS,THEIR HEIRS AND ASSIGNS, CERTAIN REAL ESTATE IN DAVIDSON COUNTY,TENNESSEE, AS FOLLOWS:

BEING LOT NO.18 OF BLOCK "A" ON THE MAP OF NASHVILLE TRUST COMPANY'S SUBDIVISION OF THE A.W. SHRYER PROPERTY, AS OF RECORD IN BOOK 843, PAGE 25, REGISTER'S OFFICE FOR SAID COUNTY.

SAID LOT NO.18 FRONTS 50 FEET ON THE SOUTHERLY SIDE OF SEYMOUR AVENUE, AND RUNS BACK BETWEEN PARALLEL LINES 170 FEET 9 INCHES ON THE EAST LINE AND 170 FEET ON THE WEST LINE TO A DEAD LINE.

BEING PART OF THE PROPERTY DEVISED TO THIRD NATIONAL BANK, AS TRUSTEE UNDER THE WILL OF ALBERT W. SHRYER, DECEASED, WHOSE WILL APPEARS OF RECORD IN WILL BOOK 43, PAGE 333, COUNTY COURT FOR DAVIDSON COUNTY,TENNESSEE.

"IT IS EXPRESSLY COVENANTED AND AGREED BY AND BETWEEN THE PARTIES HERETO THAT:

1- SAID PROPERTY HEREIN CONVEYED SHALL NOT BE CONVEYED TO PERSONS OF AFRICAN BLOOD OR DESCENT, AND THAT NO PERSON OF AFRICAN BLOOD SHALL BE PERMITTED TO OWN OR OCCUPY THE PREMISES EXCEPT IN THE CAPACITY OF SERVANTS.

2- SAID PROPERTY IS TO BE USED FOR RESIDENTIAL PURPOSES ONLY AND NO RESIDENCE OR OTHER BUILDING SHALL BE ERECTED WITHIN THIRTY-FIVE (35) FEET FROM THE FRONT LINE OF SAID PROPERTY, AND NO RESIDENCE SHALL BE ERECTED TO COST LESS THAN $1,250.00.

THE FOREGOING RESTRICTIONS SHALL BE COVENANTS RUNNING WITH THE SAID LAND, AND BINDING UPON THE DATE OF THIS DEED.

I declare that I am the true and lawful holder of the claim secured by the instrument within recorded, and hereby acknowledge the satisfaction thereof and discharge of the lien to secure the same in full. This ..... day of ....., 1937

Attest: [illegible] REGISTER

To Have and to Hold said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said JESSE N.DAVIS AND WIFE, ELEANOR BUCK DAVIS, THEIR GRANTORS HEREIN, AS AFORESAID heirs and assigns, forever, lawfully seized and possessed of said real estate in fee simple, have good right to convey it, and that the same is unencumbered. EXCEPT BY 1936 TAXES, WHICH ARE TO BE PAID BY THE GRANTORS AND GRANTORS HEREIN,AS AFORESAID covenant that THEY ARE further covenant and bind THEMSELVES, THEIR SUCCESSORS,ASSIGNS JESSE N.DAVIS AND WIFE, ELEANOR BUCK DAVIS heirs and representatives, to warrant and forever defend the title to said real estate to said heirs and assigns, against the lawful claims of all persons.