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 FRED A. VETTER AND WIFE BLANCHE R. VETTER,

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.

WE, the said FRED A. VETTER AND WIFE BLANCHE R. VETTER AND WINBORNE , 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 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 FRED A. VETTER AND WIFE BLANCHE R. VETTER, , 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 FRED A. VETTER AND WIFE BLANCHE R. VETTER, THEIR representatives or assigns.

IT IS AGREED THAT IF SAID PROPERTY IS SOLD UNDER THIS INSTRUMENT, 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 FRED A. VETTER AND WIFE BLANCHE R. VETTER, , hereunto set out hands at NASHVILLE, , Tennessee, this the 15TH day of DECEMBER, , 1936.

(SEAL) LIFE & CASUALTY INSURANCE COMPANY OF TENNESSEE, INCORPORATED
BY J. E. ACUFF, VICEPRESIDENT

ATTEST:
H. B. FOLK,
SECRETARY.

FRED A. VETTER

BLANCHE R. VETTER

Acknowledgment Before Notary Public.

STATE OF TENNESSEE, DAVIDSON COUNTY. Personally appeared before me, THOS. H. PATTON, a Notary Public in and for said County and State, the within-named FRED A. VETTER AND WIFE BLANCHE R. VETTER, the bargainors, with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained. And BLANCHE R. VETTER, WIFE of the said FRED A. VETTER having appeared before me privately and apart from HER husband, the said BLANCHE R. VETTER, 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 31 day of DECEMBER, , 1936.

My commission expires APR. 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. FOLK, 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 AUTHORIZED SO TO DO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED BY SIGNING THE NAME 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 6TH DAY OF JANUARY, 1937.

(SEAL) MRS. ELIZABETH GENTRY,
NOTARY PUBLIC.

MY COM. EXP: JULY 8, 1937.
U.S.R.S. $3.00.
RECEIVED JAN. 8, 1937, AT 2:10 P.M.

25783 MARSHALL BLANK MFG. CO. NASHVILLE

INSTALLMENT DEED

1020

For and in Consideration of the sum of TWENTY SEVEN HUNDRED TWENTY FIVE DOLLARS AND THIRTY THREE CENTS (2725.33) DOLLARS

of which FOUR HUNDRED SIXTY (460) DOLLARS has been paid in cash by JAMES ROBERT SUMNER AND WIFE, ELISE VIRGINIA SUMNER, the receipt of which is hereby acknowledged, and for the remainder TWENTY TWO HUNDRED SIXTY FIVE DOLLARS AND THIRTY THREE CENTS (2265.33) DOLLARS the said JAMES ROBERT SUMNER AND WIFE ELISE VIRGINIA SUMNER HAVE EXECUTED THEIR PROMISSORY NOTE OF EVEN DATE HEREWITH PAYABLE IN SIXTY ONE INSTALLMENTS,AS FOLLOWS:
TWELVE(12) EQUAL MONTHLY INSTALMENTS OF $15.00 EACH. THE FIRST INSTALMENT SHALL BE DUE AND PAYABLE ON THE FIRST DAY OF OCTOBER,1936,AND THE REMAINING 11 MONTHLY INSTALMENTS OF $15.00 EACH SHALL BE DUE AND PAYABLE CONSECUTIVELY ON THE FIRST DAY OF EACH SUCCEEDING MONTH UNTIL 12 INSTALMENTS OF $15.00 EACH HAVE BEEN PAID.
FORTY EIGHT (48) EQUAL MONTHLY INSTALMENTS OF $20.00 EACH, THE FIRST PAYMENT OF WHICH SHALL BE DUE AND PAYABLE ON OCTOBER 1,1937, AND THE REMAINING FORTY SEVENTMONTHLY INSTALMENTS OF $20.00 EACH SHALL BE DUE AND PAYABLE CONSECUTIVELY ON THE FIRST DAY OF EACH SUCCEEDING MONTH UNTIL 48 INSTALMENTS OF $20.00 EACH HAVE BEEN PAID.
ONE INSTALMENT OF $1,125.33 PAYABLE ON THE FIRST DAY OF DECEMBER 1941. TOGETHER WITH INTEREST ON EACH INSTALMENT FROM DATE, AT THE RATE OF 6% PER ANNUM, PAYABLE AT MATURITY DATEDOF SUCH INSTALMENT, EXCEPT AS TO LAST INSTALMENT OF $1125. WHICH SHALL BEAR INTEREST FROM DATE AT 6% PAYABLE 1ST DAYS OF MARCH & SEPTEMBER 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 JAMES ROBERT SUMNER AND WIFE, ELISE VIRGINIA SUMNER, THEIR HEIRS AND ASSIGNS,CERTAIN REAL ESTATE IN DAVIDSON COUNTY,TENNESSEE, AS FOLLOWS:
A PORTION OF TRACT NO.11 OF THE LIFE & CASUALTY SUBDIVISION PROPERTY SITUATED ON THE SOUTHERLY SIDE OF OLD HICKORY BOULEVARD NEAR DUPONTONIA, TENNESSEE, AS PER UNRECORDED PLAT. THIS PROPERTY IS MORE FULLY DESCRIBED AS FOLLOWS:
BEGINNING AT A POINT IN THE CENTER OF THE OLD HADLEY BEND ROAD 1191.6 FEET IN A SOUTHWESTERLY DIRECTION AS MEASURED ALONG THE CENTER OF THE OLD HADLEY BEND ROAD FROM ITS INTERESECTION WITH THE WESTERLY LINE OF PITTS AVENUE, SAID POINT BEING ALSO THE SOUTHWESTERLY CORNER OF THE FORD PROPERTY,THENCE WITH THE FORD WESTERLY LINE NORTH 25 DEGREES, 3 MINUTES EAST A DISTANCE OF 346.2 FEET TO A POINT,THENCE CONTINUING WITH FORD'S WESTERLY LINE NORTH 26 DEGREES, 29 MINUTES EAST A DISTANCE OF 645 FEET TO A POINT IN THE SOUTHERLY LINE OF THE TENNESSEE CENTRAL RAILWAY COMPANY PROPERTY,THENCE WITH SAID RAILWAY LINE NORTH 50 DEGREES 20 MINUTES WEST A DISTANCE OF 400 FEET TO A POINT,THENCE SOUTH 21 DEGREES 38 MINUTES WEST A DISTANCE OF 1101.1FEET TO A POINT IN THE CENTER OF THE OLD HADLEY BEND ROAD,THENCE WITH THE CENTER OF THE OLD HADLEY BEND ROAD SOUTH 66 DEGREES, 22 MINUTES EAST A DISTANCE OF 300 FEET TO THE POINT OF BEGINNING COMPRISING AN AREA OF 8.122 ACRES MORE OR LESS.
BEING PART OF THE SAME PROPERTY CONVEYED BY DEED OF A.M. BURTON, TRUSTEE TO LIFE & CASUALTY INSURANCE COMPANY OF TENNESSEE, DATED JANUARY 6,1932,RECORDED IN BOOK 895 PAGE 572 REGISTER'S OFFICE DAVIDSON COUNTY,TENNESSEE.
TAXES FOR THE YEAR 1936 TO BE PRO RATED AS OF DATE OF THIS INSTRUMENT.
THE PURCHASER IS HEREBY GRANTED THE PRIVILEGE OF MAKING TWO, ONE-HALF INCH WATER TAP CONNECTIONS TO THE WATER LINE OF THE DUPONTONIA WATER COMPANY ADJACENT TO THE ABOVE DESCRIBED PROPERTY AND AGREES TO ACCEPT AND PERMIT THE INSTALLATION OF TWO STANDARD WATER METERS 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 CONNECTIONS AND INSTALLING THE METERS 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 METERS 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 PREMISSES 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,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 O 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 NOT EXCLUSIVE TO THE PURCHASERS HEREIN, BUT ARE HEREBY RESERVED FOR THE COMMON USE OF OTHER DUPONTONIA PROPERTY WTTH FULL RIGHT AND PRIVILEGE TO MAKE ANY CONNECTIONS THERETO.

SUCCEE

To Have and to Hold said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said JAMES ROBERT SUMNER AND WIFE, ELISE VIRGINIA SUMNER THEIR heirs and assigns, forever, WE lawfully seized and possessed of said real estate in fee simple, have good right to convey it, and that the same is unencumbered. covenant that WE ARE WE further covenant and bind OURSELVES,OUR SUCCESSORS heirs and representatives, to warrant and forever defend the title to said real estate to said JAMES ROBERT SUMNER AND WIFE, ELISE VIRGINIA SUMNER,THEIR heirs and assigns, against the lawful claims of all persons.

I declare that I am the true and lawful holder of the within and foregoing note secured by the instrument within and hereby acknowledge the satisfaction thereof in full. This 29 day of May, 1942
Attest: