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 ME in hand paid I, the said HENRY NEUKOM, SINGLE,

do hereby transfer and convey unto WADE SAIN, , 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.

I, the said HENRY NEUKOM, , 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 $ 450.00 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.

I 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 I 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 , the said HENRY NEUKOM, , 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 I 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, I 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.

I 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. I 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 HENRY NEUKOM, HIS 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 WADE SAIN, 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 J.E.HILL AND WIFE, DRUCIE A.HILL,

and HENRY NEUKOM, , hereunto set out hands at NASHVILLE, , Tennessee, this the 9 day of JANUARY , 193 7.

J.E.HILL

DRUCIE A.HILL

~~Acknowledgment Before Notary Public.~~

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, LOUISE V.STEPHENS, , a Notary Public in and for said County and State, the within-named J.E.HILL AND WIFE, DRUCIE A.HILL, AND HENRY NEUKOM, SINGLE,

the bargainor S, with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And XX , of the said XX having appeared before me privately and apart from husband, the said XX, 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 14TH day of JANUARY , 193 7.

My commission expires OCT. 17, 1939.

(Seal) LOUISE V.STEPHENS,
Notary Public.

U.S.R.S $1.00.

RECD MARCH 29, 1937 AT 8:53 A.M.

25783 MARSHALL & BRUCE CO. NASHVILLE

INSTALLMENT DEED

1020

For and in Consideration of the sum of $335.00 THREE HUNDRED AND THIRTY FIVE & NO/100... DOLLARS

of which ONE HUNDRED AND SEVENTY & NO/100.... DOLLARS

has been paid in cash by MAUDE P. DILLARD, , the receipt of which is hereby acknowledged, and for the remainder OF ONE HUNDRED AND SIXTY FIVE & NO/100... DOLLARS

the said MAUDE P. DILLARD, HAS THIS DAY EXECUTED A NOTE IN SAID SUM OF ONE HUNDRED AND SIXTY FIVE ($165.000 DOLLARS PAYABLE FIVE ($5.00) DOLLARS PER MONTH BEGINNING MARCH 15, 1937 WITH INTEREST AT 6% PER ANNUM FROM DATE, PAYABLE SEMI- ANNUALLY ON THE UNPAID BALANCE, TOGETHER WITH ANY AND ALL OBLIGATIONS AND PROVISIONS AS SET OUT IN SAID NOTE.

AND PROVIDING FOR PAYMENT OF ATTORNEY FEES AND TO SECURE THE PAYMENT OF SAID NOTES PRINCIPAL AND INTEREST AND ATTORNEYFEES A LIEN IS EXPRESSLY RETAINED ON THE LAND HEREIN CONVEYED

CUMBERLAND DEVELOPMENT COMPANY A CORPORATION HAS THIS DAY BARGAINED AND SOLD AND DO HEREBY TRANSFER AND CONVEY UNTO THE SAID MAUDE P. DILLARD HER HEIRS AND ASSIGNS, CERTAIN REAL ESTATE IN DAVIDSON COUNTY TENNESSEE, AS FOLLOWS:

A CERTAIN TRACT OR PARCEL OF LAND SITUATE IN THE 4TH CIVIL DISTRICT OF DAVIDSON COUNTY TENNESSEE, AND BEING LOT NO. 2 BLOCK "C" ON THE MAP ENTITLED SUBDIVISION MAP 3, OF THE LIFE & CASUALTY INSURANCE COMPANY PROPERTY AT OLD HICKORY , DAVIDSON COUNTY TENNESSEE, RECORDED IN BOOK 974, PAGE 11, SAID LOT FRONTS 58.3 FEET ON THE EAST LINE OF PARK CIRCLE AND RUNS BACK BETWEEN PARALLEL LINES 200 FEET TO A DEAD LINE, BEING 58.3 FEET ON SAID DEAD LINE AND BEING PART OF THE SAME PROPERTY CONVEYED TO CUMBE LAND DEVELOPMENT COMPANY BY DEED FROM LIFE & CASUALTY INSURANCE COMPANY AS OF RECORD IN BOOK 1003, PAGE 51, REGISTERS OFFICE FOR DAVIDSON COUNTY TENN. THE PURCHASER ASSUMES ALL TAXES ASSESSABLE AND PAYABLE ON AND AFTER THE 22 DAY OF JUNE 1936, THE SAME BEING THE DATE OF A CONTRACT OF PURCHASE ENTERED INTO BY AND BETWEEN THE PURCHASER AND SELLER,

THIS CONVEYANCE IS MADE SUBJECT TO THE FOLLOWING RESTRICTIONS:

1. THAT ALL BUILDINGS ERECTED ON SAID LAND SHALLBE OF UNIFORM DISTANCE FROM THE PROPERTY LINES WHICH SHALL IN NO INSTANCE BE NEARER THAN TWENTY 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 ERSON OR AFRICAN BLOOD OR DESCENT SHALL OWN ACQUIRE TITLE THERETO, EITHER IN FEE OR OTHERWISE OR ASTENANTS 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.
3. 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 WITH FULL RIGHT AND PRIVILEGE TO MAKE ANY CONNECTION THERETO.
4. NO DWELLING SHALL BE CONSTRUCTED AT A COST OF LESS THAN $1250.00
5. THE PURCHASER IS HEREBY EXTENDED THE PRIVILEGE OF CONNECTING WITH THE WATER SYSTEM OF DUPONTONIA WATER COMPANY BY ONE CONNECTION THE SAME BEING AN ONE HALD INCH WATER CONNECTION AND THE SAME IS TO BE INSTALLED AND USED AS PROVIDED IN THE RULES AND REGULATIONS OF THE DUPONTONIA WATER COMPANY AND ALL INSTALLATION EXPENSE IS TO BE PAID AND ASSUMED BY THE PURCHASER.
6. THE FOREGOING STIPULATIONS COVENANTS AND CONDITIONS ARE AND SHALL BE BINDING AND OBLIGATION UPON, AND SHALL BE OBSERVED BY THE SAID GRANTEES AND HEIRS DEVISEES OR ASSIGNS UNTIL THE FIRST DAY OF JANUARY 1956, AND IT IS EXPRESSLY AGREED THAT ALL AND EVERY OF SAID STIPULATIONS COVENANTS AND CONDITIONS ATTACH TO AND RUN WITH THE LAND, AND S 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, THIS PARAGRAPH SHALL HAVE NO APPLICATION TO THE MATTERS AND THINGS CONTAINED IN THE THIRD AND FIFTH PARAGRAPHS ABOVE

I declare that I am the true and lawful holder of the within instrument and that the same was recorded, and hereby acknowledge the satisfaction thereof and discharge of the same in full. This 22 day of Dec 1938

Attest: W. T. Amos DEPUTY REGISTER

By Eva A. Mattox Dec

To Have and to Hold said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said MAUDE P. DILLARD HER heirs and assigns, forever, and CUMBERLAND DEVELOPMENT COMPANY 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. IT further covenant and bind ITSELF ITS SUCCESSORS AND ASSIGNS, MAUDE P. DILLARD, HER ~~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.