I , the said MRS. MARCA BALLINGER, TRUSTEE, , 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 $500.00 FIRE 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. 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 I , the said MRS. MARCA BALLINGER, TRUSTEE, , 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 MRS. MARCA BALLINGER, TRUSTEE, 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 RUFUS GANN, 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 H.M.WHITE AND WIFE, BERTHA WHITE,

and MRS.MARCA BALLINGER, TRUSTEE,
at NASHVILLE, , Tennessee, this the 5TH day of NOVEMBER, , hereunto set our hands 1935.

H.M.WHITE

MRS. BERTHA WHITE

ACKNOWLEDGMENT BEFORE NOTARY PUBLIC

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, W.T.GAITHER, , a Notary Public in and for said County and State, the within named H.M.WHITE AND WIFE, BERTHA WHITE, the bargainor S , with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And BERTHA WHITE, WIFE of the said H.M.WHITE, having appeared before me privately and apart from HER husband , the said BERTHA WHITE, , 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 5 day of NOVEMBER , 1935.

My commission expires 10/11/36.

(Seal) W.T.GAITHER,
Notary Public.

STATE OF TENNESSEE,
DAVIDSON COUNTY.

PERSONALLY APPEARED BEFORE ME, _____, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, THE WITHIN NAMED MRS. MARCA BALLINGER, TRUSTEE, THE BARGAINOR, WITH WHOM I AM PERSONALLY ACQUAINTED, AND WHO ACKNOWLEDGED THAT SHE EXECUTED THE WITHIN INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED.

WITNESS MY HAND AND OFFICIAL SEAL, AT OLD HICKORY, TENNESSEE, THIS ___ DAY OF NOVEMBER, 1935.

COM.EX. _____ _____NOTARY PUBLIC.

U.S.R.S. $1.00
RECD JUNE 16, 1937 AT 9:02 A.M.

NUMBER 89770 RECORDED JUNE 17, 1937.
COMMERCE UNION BANK, TRUSTEE, TO CHARLES ARROWSMITH SPENCE, ET UX. 142
1036

INSTALLMENT DEED

FOR AND IN CONSIDERATION of the sum of FIVE HUNDRED FIFTY ($550.00) DOLLARS
of which ONE HUNDRED THIRTY ($130.00) DOLLARS has been paid in cash by
CHARLES ARROWSMITH SPENCE AND WIFE, ERLINE BAIRD SPENCE the receipt of which is hereby acknowledged, and for the remainder
the said FOUR HUNDRED TWENTY ($420.00) DOLLARS
CHARLES ARROWSMITH SPENCE AND WIFE, ERLINE BAIRD SPENCE,

HAVE EXECUTED THIRTY NOTES, FOR $14.00 EACH, ALL DATED MAY 26, 1937, AND ALL PAYABLE TO THE ORDER OF THE COMMERCE UNION BANK, TRUSTEE, THE FIRST ONE OF SAID NOTES BEING DUE JULY 5, 1937, AND EACH SUCCEEDING NOTE ON THE 5TH DAY OF EACH MONTH RESPECTIVELY THEREAFTER.

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,

WE, THE COMMERCE UNION BANK, TRUSTEE, HAVE THIS DAY BARGAINED AND SOLD, AND DO HEREBY TRANSFER AND CONVEY UNTO THE SAID CHARLES ARROWSMITH SPENCE AND WIFE, ERLINE BAIRD SPENCE, THEIR HEIRS AND ASSIGNS, CERTAIN REAL ESTATE IN DAVIDSON COUNTY, TENNESSEE, AS FOLLOWS:

LAND IN DAVIDSON COUNTY, TENNESSEE, BEING LOT NO.51 ON THE MAP OF EASTDALE PLACE AS OF RECORD IN BOOK 547, PAGES 29 AND 30, REGISTERS OFFICE FOR SAID COUNTY.

SAID LOT NO.51 FRONTS 100 FEET ON THE NORTHERLY SIDE OF RIVERWOOD DRIVE AND RUNS BACK, BETWEEN PARALLEL LINES, 200 FEET TO A DEAD LINE.

BEING PART OF THE PROPERTY CONVEYED TO COMMERCE UNION BANK, TRUSTEE, BY DEED FROM STATE BANK & TRUST CO. TRUSTEE, OF RECORD IN BOOK 633, PAGE 469, SAID REGISTERS OFFICE.

NO FREE WATER TAPS.

PURCHASER ASSUMES TAXES FOR THE YEAR 1937.

IT IS EXPRESSLY STIPULATED AND AGREED BY THE PARTIES AS FOLLOWS:

FIRST: THAT NO SHOP, STORE, FACTORY OR OTHER BUSINESS OF ANY KIND, HOSPITAL, ASYLUM, OR INSTITUTION OF LIKE OR KINDRED NATURE, AND NO CHARITABLE INSTITUTION SHALL BE ERECTED AND MAINTAINED ON THE PROPERTY HEREBY CONVEYED, BUT THE PREMISES SHALL BE OCCUPIED AND USED FOR RESIDENCE PURPOSES ONLY AND NOT OTHERWISE.

SECOND: THAT NO DWELLING COSTING LESS THAN FOUR THOUSAND ($4000.00) DOLLARS SHALL BE ERECTED OR KEPT ON THE PROPERTY HEREIN CONVEYED.

THIRD: THAT NO DWELLING OR RESIDENCE OR OTHER STRUCTURE SHALL BE ERECTED OR KEPT ON THE PROPERTY HEREIN CONVEYED, WHOLLY OR PARTLY WITHIN 40 FEET OF THE FRONT LINE OF THE STREET OR AVENUE ON WHICH IT FRONTS, AND NO GARAGE, COAL HOUSE OR OTHER OUTHOUSE BUILDING SHALL BE ERECTED OR KEPT ON SAID PROPERTY WHOLLY OR PARTLY WITHIN EIGHTY FEET OF THE FRONT OF SAID STREET OR AVENUE ON WHICH SAID PROPERTY FRONTS.

FOURTH: THAT THE PREMISES NOR ANY PART OF THE PROPERTY HEREIN CONVEYED SHALL NOT BE SOLD, ALIENED, CONVEYED OR DEVISED TO ANY PERSONS OR PERSON OF AFRICAN BLOOD OR DESCENT AND THAT NO PERSON OR PERSONS OF AFRICAN BLOOD OR DESCENT SHALL ACQUIRE TITLE THERETO IN FEE OR OTHERWISE OR AS TENANTS OR LESSEES, BUT THIS COVENANT DOES NOT PRECLUDE OR PROHIBIT PERSON OR PERSONS OF AFRICAN BLOOD OR DESCENT FROM LIVING IN THE CAPACITY OF SERVANTS ON SAID PREMISES.

FIFTH: IT IS FURTHER CONTRACTED AND AGREED THAT THESE COVENANTS AND AGREEMENTS ARE EXPRESS COVENANTS WHICH RUN WITH THE LAND AND SHALL BE BINDING UPON THE PURCHASER AND EVERY PURCHASER OR OWNER SUCCEEDING TO THIS LAND TO AND INCLUDING THE FIRST DAY OF JANUARY, 1944.

COMMERCE UNION BANK
By _____
Asst. Trust Officer

Attest: _____

I, Register of Deeds of the aforesaid County, do hereby certify that the within instrument was received for record, and that the lien to secure the claim set forth in the foregoing instrument was recorded, and hereby acknowledge the satisfaction of the same in full. This ___ day of May, 1938

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said CHARLES ARROWSMITH SPENCE AND WIFE, ERLINE BAIRD SPENCE, 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 AND ASSIGNS, ~~heirs and representatives,~~ to warrant and forever defend the title to said real estate to said CHARLES ARROWSMITH SPENCE AND WIFE, ERLINE BAIRD SPENCE, 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 CHARLES ARROWSMITH SPENCE AND WIFE, ERLINE BAIRD SPENCE, do hereby transfer and convey unto CHAS.F.LOVELL, , 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.