WE , the said CLYDE MAYO AND WIFE RUBYE MAYOR , 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 CLYDE MAYO AND WIFE RUBYE MAYO , 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, OR IF 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 CLYDE MAYO AND WIFE RUBYE MAYO 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 RERRISS BAILEY 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 MRS. GERTIE E.WEST

and CLYDE MAYO AND RUBYE MAYO

at NASHVILLE , Tennessee, this the 8 day of APRIL , hereunto set our hands , 1938 .

MRS. GERTIE E. WEST
CLYDE MAYO
RUBYE MAYO

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, MARGARET R. ZELLNER , a Notary Public in and for said County and State, the within named MRS. GERTIE E.WEST AND CLYDE MAYO AND WIFE RUBYE MAYO

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

And- - , of the said

having appeared before me privately and apart from husband- , the said - , 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 8 day of APRIL , 1938.

My commission expires 4/6 /42

(Seal) MARGARET R. ZELLNER,
Notary Public.

U.S.R.S $.50¢

RECD APRIL 9TH,1938 AT 10;55 A.M.

INSTALLMENT DEED

1055

FOR AND IN CONSIDERATION of the sum of FOUR HUNDRED FIFTY & NO/100 ($450.00) DOLLARS

of which TWO HUNDRED & NO/100 ($200.00) DOLLARS has been paid in cash by A.C. BURREY TO JOHN S. BRANSFORD AND/ GLADYS T. ALTHAUSER , the receipt of which is hereby acknowledged, and for the remainder

the said TWO HUNDRED FIFTY & NO/100 ($250.00) DOLLARS

A.C. BURREY HAS EXECUTED AND DELIVERED HIS TWENTY-FIVE LIEN PROMISSLRYNOTES OF EVEN DATE, PAYABLE TO THE ORDER OF JOHN S. BRANSFORD AND GLADYS T. ALTHAUSER; THE FIRST ONE OF SAID NOTES BEING FOR THE SUM OF $11.25, AND EACH SUCCEEDING NOTE RESPECTIVELY THEREAFTER BEING FOR AN AMOUNT FIVE CENTS LESS THAN THE PRECEDING NOTE; THE FIRST OF SAID NOTES FALLING DUE MAY 1,1938,AND THE OTHERS MONTHLY RESPECTIVELY THEREAFTER UNTIL ALL MATURE; AND NONE OF SAID NOTES BEARING ANY INTEREST EXCEPT AFTER MATURITY, THE INTEREST HAVING BEEN COMPUTED AND ADDED UNTO THE FACE OF EACH NOTE; AND ALL OF SAID NOTES PROVIDING FOR PAYMENT OF ATTORNEY FEES, AND TO SECURE THE PAYMENT OF SAID NOTES,PRINCIPAL AND INTEREST ,AND 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, JOHN S. BRANSFORD AND WIFE, HELEN D. BRANSFORD,AND GLADYS T. ALTHAUSER AND HUSBAND,W.E. ALTHAUSER, HAVE THIS DAY BARGAINED AND SOLD,AND DO HEREBY TRANSFER AND CONVEY UNTO THE SAID A.C. BURREY AND WIFE,ZETTIE MALONE BURREY,THEIR HEIRS AND ASSIGNS ,CERTAIN REAL ESTATE IN DAVIDSON COUNTY, TENNESSEE, AS FOLLOWS:BEING LOT NO.FIFTY (50) ON MAP SHOWING SUBDIVISION OF THE HYRONEMUS 38.5 ACRE TRACT AND ALSO SHOWING SUBDIVISION OF LOTS NOS.8 AND 9 IN RESUBDIVISION OF A 26.25 ACRES TRACT COMPOSED OF LOTS 5 TO 12 BOTH INCLUSIVE AND LOTS A AND 9 AND CERTAIN STREETS AND ALLEYS NOT OPEN AND NEVER USED AS SHOWN ON THE MAP OF W.H. DODD'S SUBDIVISION,RECORDED IN BOOK 161, PAGE 16, REGISTER'S OFFICE FOR DAVIDSON COUNTY,TENNESSEE, SAID RESUBDIVISION OF 26.25 ACRE TRACT BEING RECORDED IN BOOK 842, PAGE 99, SAID REGISTER'S OFFICE. SAID MAP SHOWING SAID SUBDIVISION OF SAID HYRONEMUS 38.5 ACRES TRACT AND SAID LOTS 8 AND 9 BEING RECORDED IN BOOK 974 PAGE 42, REGISTER'S OFFICE FORDAVIDSON COUNTY, TENNESSEE. SAID LOT NO.50 FRONTS 75 FEET ON THE NORTH SIDE OF ALHAMBRA CIRCLE AND RUNS BACK IN A NORTHERLY DIRECTION BETWEEN LINES 188.4 FEET ON ITS EAST LINE AND 197.1 FEET ON ITS WEST LINE TO A DEAD LINE,MEASURING 75 FEET ON SAID DEAD LINE.

IT IS EXPRESSLY COVENANTED BY AND BETWEEN JOHN S. BRANSFORD AND WIFE HELEN D. BRANSFORD ,THEIR HEIRS AND ASSIGNS, AND GLADYS T. ALTHAUSER AND HUSBAND W.E. ALTHAUSER,THEIR HEIRS AND ASSIGNS, AND SAID A.C. BURREY AND WIFE, ZETTIE MALONE BURREY,THEIR HEIRS AND ASSIGNS, THAT SAID LOT NO.50 SHALL BE OWNED AND HELD SUBJECT TO THE FOLLOWING RESTRICTIONS UNTIL DECEMBER 31,1950;

(1) COST OF ANY RESIDENCE ERECTED OR MAINTAINED ON SAID LOT SHALL BE NOT LESS THAN $1500.00.

(2) NEITHER THE PREMISES NOR ANY PART THEREOF SHALL BE SOLD, ALIENED, DEVISED, OR BEQUEATHED TO ANY PERSON OR PERSONS OF AFRICAN BLOOD OR DESCENT, NOR SHALL ANY PERSON OR PERSONS OF AFRICAN BLOOD OR DESCENT ACQUIRE TITLE THERETO IN FEE OR OTHERWISE; BUT THIS SHALL NOT PRECLUDE OR PROHIBIT PERSONS OF AFRICAN BLOOD OR DESCENT FROM LIVING ON SAID PREMISES IN THE CAPACITY OF SERVANTS;

(3) ANY RESIDENCE ERECTED ON SAID LOT SHALL NOT BE CLOSER THAN FORTY FEET TO THE NORTHERLY MARGIN OF ALHAMBRA CIRCLE.

(4)THIS PROPERTY SHALL BE USED FOR RESIDENCE PURPOSES ONLY.

I declare that I am the true and lawful holder of the claim secured by the within instrument within recorded, and hereby acknowledge the satisfaction thereof and the charge of the lien to secure the same in full. This 12 day of May 1939

Attest: E.C. Eaton DEPUTY REGISTER

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said A.C. BURREY AND WIFE, ZETTIE MALONE BURREY,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. EXCEPT BY THE TAXES FOR THE YEAR 1938, WHICH PURCHASER HEREBY ASSUMES AND AGREES TO PAY.

WE further covenant and bind OURSELVES,OUR heirs and representatives, to warrant and forever defend the title to said real estate to said A.C. BURREY AND WIFE, ZETTIE MALONE BURREY 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 A.C. BURREY AND WIFE, ZETTIE MALONE

do hereby transfer and convey unto BRANSFORD STONE , 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.