WE , the said H.J.FORD & WIFE, BEULAH LEE FORD , 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 $ 394.75 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 H.J.FORD & WIFE, BEULAH LEE FORD, , 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 H.J.FORD & WIFE, BEULAH LEE FORD, 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 JOHN A.MEFFORD, 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.J.FORD & WIFE, BEULAH LEE FORD,

and- , hereunto set our hands

at --- , Tennessee, this the 15 day of JUNE , 1938.

HORACE J.FORD
BEULAH LEE FORD

IN WITNESS WHEREOF, SAID CUMBERLAND DEVELOPMENT COMPANY HAS CAUSED ITS CORPORATE NAME TO BE HEREUNTO SUBSCRIBED BY W.L.HAILEY, ITS PRESIDENT, AND ATTESTED BY JNO.A.MEFFORD, ITS SECRETARY, ON THIS THE 2ND DAY OF JULY, 1938. THE CORPORATION HAS NO SEAL.

ATTEST: JNO.A.MEFFORD, SECRETARY. CUMBERLAND DEVELOPMENT COMPANY, BY W.L.HAILEY, PRESIDENT.

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, T.H.PATTON, , a Notary Public in and for said County and State, the within named

H.J.FORD & WIFE, BEULAH LEE FORD,

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. OLD HICKORY

Witness my hand and official seal at Nashville, Tennessee, this 11 day of JULY , 1938.

My commission expires JULY 21, 1941.

(Seal) T.H.PATTON,
Notary Public.

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

BEFORE ME, LELA RICHARDSON, A NOTARY PUBLIC IN AND FOR THE STATE AND COUNTY AFORESAID, PERSONALLY APPEARED W.L.HAILEY, AND JNO.A.MEFFORD, WITH WHOM I AM PERSONALLY ACQUAINTED, AND WHO, UPON OATH, ACKNOWLEDGED THEMSELVES TO BE PRESIDENT AND SECRETARY, RESPECTIVELY, OF THE CUMBERLAND DEVELOPMENT COMPANY, THE WITHIN NAMED BARGAINOR, A CORPORATION, AND THAT THEY AS SUCH PRESIDENT AND SECRETARY, BEING AUTHORIZED SO TO DO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED BY THE SAID W.L.HAILEY SIGNING THE NAME OF THE CORPORATION BY HIMSELF AS PRESIDENT, AND THE SAID JNO.A.MEFFORD, ATTESTING THE SAME AS SECRETARY.

WITNESS MY HAND AND OFFICIAL SEAL AT NASHVILLE,TENNESSEE,THIS 2ND DAY OF JULY, 1938.

(SEAL) LELA RICHARDSON,
NOTARY PUBLIC.

MY COM.EX. APRIL 7, 1940.

U.S.R.S. $1.00.
RECD JULY 14, 1938 AT 1:13 PM
MM

37208 MARSHALL & MUSE SD. NASHVILLE

INSTALLMENT DEED

1088

FOR AND IN CONSIDERATION of the sum of ($192.40) ONE HUNDRED NINETY TWO & 40/100 DOLLARS

of which SIXTY FIVE & NO/100 DOLLARS has been paid in cash by LOUIS ROESER & WIFE, MARIE D.ROESER, , the receipt of which is hereby acknowledged, and for the remainder OF ONE HUNDRED TWENTY SEVEN & 40/100 DOLLARS the said LOUIS ROESER & WIFE, MARIE D. ROESER,

HAVE THIS DAY EXECUTED A NOTE IN SAID SUM OF ONE HUNDRED TWENTY SEVEN & 40/100 ($127.40) DOLLARS, PAYABLE TWO & 50/100 ($2.50) PER MONTH BEGINNING JULY 15, 1938, 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 ATTORNEY FEES, 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 LOUIS ROESER & WIFE, MARIE D.ROESER, THEIR HEIRS AND ASSIGNS, CERTAIN REAL ESTATE IN DAVIDSON COUNTY,TENNESSEE, AS FOLLOWS:

A CERTAIN TRACT OR PARCEL OF LAND SITUATED IN THE 4TH CIVIL DISTRICT OF DAVIDSON COUNTY,TENNESSEE, AND BEING THE NORTH ONE-HALF OF LOT NO.11, BLOCK "A", 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, REGISTERS OFFICE FOR DAVIDSON COUNTY,TENN.

SAID ONE-HALF OF LOT 11 FRONTS 30 FEET ON THE WEST SIDE OF PARK CIRCLE AND RUNS BACK BETWEEN PARALLEL LINES 180 FEET TO A DEAD LINE, BEING 30 FEET THEREON, AND BEING PART OF THE SAME PROPERTY CONVEYED TO THE CUMBERLAND DEVELOPMENT COMPANY BY DEED FROM LIFE AND CASUALTY INSURANCE COMPANY AS OF RECORD IN BOOK 1003, PAGE 51, REGISTERS OFFICE FOR DAVIDSON COUNTY, TENNESSEE.

THE PURCHASER HEREIN ASSUMES THE 1938 TAXES.

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 TWENTY FEET FROM SAID PROPERTY LINES.

2. THAT THE PREMISES AND NO PART THEREOF SHALL BE SOLD, ALIENED, CONVEYED OR DEVISED TO ANY PERSON OR AFRICAN BLOOD OR DESCENT, AND THAT NO PERSONAL 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 PREMISES IN THE CAPACITY OF SERVANTS.

3. NO DWELLING SHALL BE CONSTRUCTED ATTA COST OF LESS THAN $1250.00.

4. THE FOREGOING STIPULATIONS, COVENANTS AND CONDITIONS ARE AND SHALL BE BINDING AND OBLIGATORY 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 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.

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 CONNECTIONS THERETO.

THE PURCHASER IS HEREBY EXTENDED THE PRIVILEGE OF CONNECTING WITH THE WATER SYSTEM OF DUPONTONIA WATER COMPANY BY -- CONNECTION, THE SAME BEING AN ONE-HALF 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.

I declare that I am the true and lawful holder of the claim secured by the instrument and that I have received and hereby acknowledge the satisfaction in full of said claim. This ... day of ... 19...

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said LOUIS ROESER & WIFE, MARIE D. ROESER, -- heirs and assigns, forever, 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 ~~heirs and representatives~~, to warrant and forever defend the title to said real estate to said LOUIS ROESER, AND WIFE, MARIE D.ROESER, 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 -- in hand paid -- , the said LOUIS ROESER & WIFE, MARIE D. ROESER,

do hereby transfer and convey unto JOHN A.MEFFORD, , 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.