WE , the said HERMAN S. PARMAN AND WIFE, ANICE W. PARMAN , 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 HERMAN S. PARMAN AND WIFE ANICE W. PARMAN , 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 HERMAN S. PARMAN AND WIFE, ANICE W. PARMAN 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 D.P. WRENNE, JR 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 MURRAY EDMUNDSON HERMAN S. PARMAN

and WIFE ANICE W. PARMAN , hereunto set our hands

at NASHVILLE , Tennessee, this the 7TH day of OCT 1937. XXXXXX

HERMAN S. PARMAN
ANICE W. PARMAN
MURRAY EDMUNDSON

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, FLETCHER HOOVER , a Notary Public in and for said County and State, the within named MURRAY EDMUNDSON HERMAN S. PARMAN AND WIFE, ANICE W. PARMAN

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

And X , of the said

X

having appeared before me privately and apart from husband , the said

X , 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 28TH day of JUNE , 1938 .

My commission expires OCT 5 1941

(Seal) FLETCHER HOOVER
Notary Public.

REC'D JULY 23,1938 AT 10:54 A.M.

J.A.E.

INSTALLMENT DEED

1088

FOR AND IN CONSIDERATION of the sum of ONE HUNDRED AND THIRTY FIVE ($135.00) DOLLARS

of which ONE HUNDRED ($100.00) DOLLARS has been paid in cash by H.K.KIRK AND WIFE, FAIREY MAI KIRK, , the receipt of which is hereby acknowledged, and for the remainder THIRTY FIVE ($35.00) DOLLARS the said H.K.KIRK AND WIFE, FAIREY MAI KIRK,

HAVE EXECUTED THEIR ONE (1) LIEN PROMISSORY NOTE OF EVEN DATE, DUE 90 DAYS AFTER DATE, AND MADE PAYABLE TO THE ORDER OF C.F.REYNOLDS AND WIFE, DORA REYNOLDS,

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,

C.F.REYNOLDS AND WIFE, DORA REYNOLD_, HAVE THIS DAY BARGAINED AND SOLD, AND DO HEREBY TRANSFER AND CONVEY UNTO THE SAID H.K.KIRK AND HIS HEIRS AND ASSIGNS, CERTAIN REAL ESTATE IN DAVIDSON COUNTY,TENNESSEE, AS FOLLOWS:

THE SOUTHERLY FIFTY-SIX (56) FEET OF THE NORTHERLY ONE HUNDRED AND TWELVE (112) FEET OF TRACT 3, BLOCK J, OF WOODLAWN ESTATES, A SUB-DIVISION IN THE COUNTY OF DAVIDSON, STATE OF TENNESSEE, A PLAT OF WHICH SUB-DIVISION IS OF RECORD IN BOOK 843, PAGE 82, REGISTERS OFFICE OF DAVIDSON COUNTY,TENNESSEE.

BEING THE SAME PROPERTY CONVEYED TO C.F.REYNOLDS AND WIFE, DORA REYNOLDS, BY ALBERT DULING, TRUSTEE, OF RECORD IN BOOK 982, PAGE 347, R.O.D.C.,TENNESSEE.

THE PROPERTY IS SOLD AND HEREBY CONVEYED SUBJECT TO THE FOLLOWING RESTRICTIONS, TO-WIT: THAT THE SAID PROPERTY SHALL NOT BE SOLD, LEASED, OR RENTED TO ANY PERSON OF AFRICAN DESCENT. NO RESICENT SHALL BE ERECTED WITHIN TWENTY-FIVE (25) FEET OF THE FRONT LINE OF SAID PROPERTY. THE SAID SUB-DIVISION OF WHICH THE ABOVE DESCRIBED PROPERTY IS A PART AND PARCEL THEREOF, IS RESTRICTED TO RESIDENCE URPOSES ONLY, EXCEPTING LOTS FRONTING ON GALLATIN ROAD, UPON WHICH EITHER RESIDENCE OR BUSINESS STORES MAY BE CONSTRUCTED. RESIDENCES ERECTED UPON SAID PROPERTY SHALL CONTAIN NOT LESS THAN 450 SQUARE FEET OF FLOOR SPACE, AND NO SHEET METAL OR CORRUGATED IRON SHALL BE USED IN CONSTRUCTION THEREOF. IT IS EXPRESSLY UNDERSTOOD THAT ANY BUILDING ERECTED UPON SAID PROPERTY SHALL BE COMPLETELY FINISHED ON THE EXTERIOR IN BRICK, STUCCO OR SIDING. IF SIDING, IT SHALL BE PAINTED WITH NOT LESS THAN TWO COATS OF PAINT BEFORE BEING OCCUPIED. NO CUTSIDE TOILETS MAY BE ERECTED ON THE PROPERTY. PLANS FOR ANY BUILDING TO BE CONSTRUCTED ON SAID PROPERTY COSTING LESS THAN $1,000.00 MUST BE APPROVED BY THE SELLER OR SELLER'S ARCHITECT. AN EASEMENT OF SIX (6) FEET IS HEREBY RESERVED ON THE REAR OF EACH LOT AS SHOWN ON PLAT RECORDED, FOR LIGHT POLES, WATER, AND PUBLIC UTILITIES.

THE RESTRICTIONS ARE ACCEPTED AND AGREED TO BY PURCHASER WITH THE EXPRESS UNDERSTANDING THAT IN THE EVENT OF ANY VIOLATION THEREOF, ALL TITLE OF THE THEN OWNER AND OCCUPANT OF THIS PROPERTY SHALL IMMEDIATELY REVERT TO SELLER, HIS SUCCESSORS OR ASSIGNS, AND ALL IMPROVEMENTS THEREON SHALL BE SURRENDERED AS LIQUIDATED DAMAGES.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said H.K.KIRK AND HIS, 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, heirs and representatives, to warrant and forever defend the title to said real estate to said H.K.KIRK AND WIFE, FAIREY MAI KIRK, 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 H.K.KIRK AND WIFE, FAIREY MAI KIRK, do hereby transfer and convey unto ALEX BOBO , 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.

STATE OF TENNESSEE, DAVIDSON COUNTY.

Before me, E.J. Reynolds a Notary Public of said County and State, personally appeared the within named bargainor, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained, and who further acknowledged that he is the true and lawful holder of the claim secured by the instrument, and that the same is still due and unpaid, and hereby acknowledges the satisfaction thereof and discharge of the lien to the same in full. This 30 day of July 1938

E.J. Reynolds
Notary Public

Attest: