WE , the said STUTSON SMITH AND WIFE, NANCY R.SMITH, , 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 $-- INSURABLE VALUE 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 STUTSON SMITH AND WIFE, NANCY R.SMITH, , 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 STUTSON SMITH AND WIFE, NANCY R.SMITH, 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 A.G.EWING, III. 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 EUGENE P.ALLDREDGE, SR., & STUTSON SMITH AND WIFE, NANCY R.SMITH

and at NASHVILLE, , Tennessee, this the WE 23 rd day of SEPTEMBER, , 193 8 , hereunto set our hands

EUGENE P.ALLDREDGE,SR.
STUTSON SMITH
NANCY R.SMITH

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, E.B.WALTON, , a Notary Public in and for said County and State, the within named EUGENE P.ALLDREDGE,SR., A WIDOWER,

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

And X , of the said

having appeared before me privately and apart from X husband , the said , acknowledged the execution of the said instrument to have been done by X 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 24 day of SEPTEMBER, , 1938 .

My commission expires APR 9, 1941.

(Seal) E.B.WALTON,
Notary Public.

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, REBA W.HAYES, , a Notary Public in and for said County and State, the within named STUTSON SMITH AND WIFE, NANCY R.SMITH,

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

having appeared before me privately and apart from X husband , the said , acknowledged the execution of the said instrument to have been done by X 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 24TH day of SEPTEMBER, , 193 8.

My commission expires 5-1-40.

(Seal) REBA W.HAYES,
Notary Public.

U.S.R.S. $1.00
RECD SEPT.28, 1938 AT 8:30 A.M.

MM

INSTALLMENT DEED

1092

FOR AND IN CONSIDERATION of the sum of FIFTEEN HUNDRED ($1,500.00) DOLLARS

of which TWO HUNDRED ($200.00) DOLLARS has been paid in cash by HERSCHEL L.SMITH AND WIFE, MABLE E.SMITH, , the receipt of which is hereby acknowledged, and for the remainder OF THIRTEEN HUNDRED ($1300.00) DOLLARS

the said HERSCHEL L.SMITH AND WIFE, MABLE E.SMITH,

HAVE EXECUTED THEIR 27 JOINT PROMISSORY NOTES OF EVEN DATE HEREWITH, PAYABLE TO J. PORTER ELLIS, JR.; 25 OF SAID NOTES BEING FOR THE SUM OF $20.00 EACH, FALLING DUE MONTHLY BEGINNING ONE MONTH FROM DATE, WITH 6% INTEREST FROM DATE; THE 26TH NOTE BEING FOR THE SUM OF $50.00 AND FALLING DUE NOVEMBER 1ST, 1938, WITH INTEREST FROM DATE; THE 27TH AND LAST NOTE BEING FOR THE SUM OF $750.00, FALLING DUE ON OR BEFORE THREE YEARS AFTER DATE, WITH 6% INTEREST FROM DATE, PAYABLE SEMI-ANNUALLY, WITH THE PRIVILEGE OF MAKING PAYMENTS OF $20.00 OR MORE ON SAID NOTE AT ANY TIME, AND IT IS UNDERSTOOD AND AGREED BY THE PARTIES HERETO THAT SAID 27TH AND LAST NOTE FOR $750.00 IS A FIRST LIEN ON THE LAND HEREIN CONVEYED, AND ALL OTHER NOTES MENTIONED ABOVE (NOS. 1 TO 26 INCLUSIVE) ARE A SECOND LIEN AND SUBORDINATE TO THE 27TH OR LAST NOTE FOR $750.00,

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,

I, J. PORTER ELLIS, JR., AN UNMARRIED MAN, HAVE THIS DAY BARGAINED AND SOLD, AND DO HEREBY TRANSFER AND CONVEY UNTO THE SAID HERSCHEL L. SMITH AND WIFE, MABLE E.SMITH, THEIR HEIRS AND ASSIGNS, CERTAIN REAL ESTATE IN DAVIDSON COUNTY, TENNESSEE, AS FOLLOWS:

A TRACT OF LAND IN THE 9TH, FORMERLY THE 14TH, CIVIL DISTRICT OF DAVIDSON COUNTY, TENNESSEE, DESCRIBED ACCORDING TO A SURVEY MADE JULY 20TH, 1938, BY Z.J. WILKERSON, SURVEYOR, AS FOLLOWS:

BEGINNING AT A POINT IN THE CENTER OF THE MEMPHIS TO BRISTOL HIGHWAY (STATE HIGHWAY NO.1), THE SOUTHEAST CORNER OF A 12.67-ACRE TRACT SHOWN ON SAID SURVEY; AND RUNNING THENCE WITH THE BOUNDARY LINE OF SAID TRACT, NORTH 34 DEGREES, 45' EAST 408 FEET, NORTH 17 DEGREES EAST 364.5 FEET, NORTH 29 DEGREES WEST 752 FEET AND NORTH 7 DEGREES 15' EAST 120 FEET; THENCE NORTH 81 DEGREES EAST 134 FEET; THENCE SOUTH 89 DEGREES EAST 394 FEET; THENCE SOUTH 7 DEGREES 15' WEST 785 FEET; THENCE SOUTH 8 DEGREES 45' WEST 880 FEET TO THE CENTER OF SAID HIGHWAY; THENCE WITH THE CENTER OF SAID HIGHWAY, NORTH 62 DEGREES 30' WEST 267 FEET AND NORTH 62 DEGREES WEST 83 FEET TO THE BEGINNING, CONTAINING 10 ACRES, MORE OR LESS.

BEING PART OF THE TRACT OF LAND CONVEYED TO J.PORTER ELLIS, JR. BY DEED FROM W.L.SCOTT AND WIFE, TECK K.SCOTT, OF RECORD IN BOOK 1090, PAGE 428, REGISTERS OFFICE FOR SAID COUNTY.

THIS CONVEYANCE IS MADE SUBJECT TO THE FOLLOWING RESTRICTIONS, TO WIT:-

NO RESIDENCE SHALL BE CONSTRUCTED ON THE PROPERTY HEREIN CONVEYED THAT COSTS LESS THAN $3,500.00. SAID RESIDENCE TO BE NOT LESS THAN 175 FEET FROM THE SOUTH LINE NOR LESS THAN 75 FEET FROM THE WEST LINE.

ALL BARNS CONSTRUCTED ON LAND HEREIN CONVEYED SHALL NOT BE LESS THAN 400 FEET FROM THE SOUTH LINE NOR LESS THAN 75 FEET FROM THE WEST LINE OF SAID TRACT OF LAND.

FOR A PERIOD OF TWENTY YEARS FROM DATE HEREOF, NO BUILDINGS SHALL BE CONSTRUCTED OR PLACED ON TRACT OF LAND HEREIN CONVEYED TO BE USED FOR BUSINESS PURPOSES.

FOR A PERIOD OF TWENTY YEARS FROM DATE HEREOF, NO PERSON OF AFRICAN BLOOD SHALL OWN OR OCCUPY SAID LAND EXCEPT AS SERVANTS.

all of said notes bearing six per cent interest from date, and providing for payment of attorney's fees, and to secure the payment of said notes, principal and interest, and attorney's fees, a lien is expressly retained on the land herein conveyed.

have this day bargained and sold, and do hereby transfer and convey, unto the said heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

I declare that I am the true and lawful holder of the claim secured by the instrument within and hereby acknowledge the satisfaction thereof and discharge of the lien to secure the same. Witness my hand this 27 day of Aug 1941
Attest: DEPUTY REGISTER

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said HERSCHEL L.SMITH AND WIFE, MABLE E.SMITH, THEIR heirs and assigns, forever. I covenant that I AM lawfully seized and possessed of said real estate in fee simple, have good right to convey it, and that the same is unencumbered.

I further covenant and bind MYSELF, MY heirs and representatives, to warrant and forever defend the title to said real estate to said HERSCHEL L.SMITH AND WIFE, MABLE E.SMITH, 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 HERSCHEL L.SMITH AND WIFE, MABLE E.SMITH,

do hereby transfer and convey unto WILLIAM O.LEE , 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.