I , the said SARAH B. CANTRELL , 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 $ 1,500.00 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 SARAH B. CANTRELL , 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 SARAH B. CANTRELL, - 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 Trustee, shall be vested in said successor. C. VERNON HINES,

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 NASHVILLE BUILDING & LOAN ASSOCIATION and SARAH B. CANTRELL, , hereunto set our hands at NASHVILLE, , Tennessee, this the 5TH day of APRIL, , 193 9.

(SEAL) NASHVILLE BUILDING & LOAN ASSOCIATION

BY M. D. ANDERSON, PRESIDENT.

ATTEST: C. VERNON HINES, SECRETARY

SARAH B. CANTRELL.

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, ANNIE F. WILKERSON , a Notary Public in and for said County and State, the within named SARAH B. CANTRELL, the bargainor , with whom I am personally acquainted, and who acknowledged that SHE 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 6 day of APRIL, , 193 9.

My commission expires OCT 6, 1940.

(Seal) ANNIE F. WILKERSON, Notary Public.

STATE OF TENNESSEE, COUNTY OF DAVIDSON.
PERSONALLY APPEARED BEFORE ME, ANNIE F. WILKERSON, A NOTARY PUBLIC IN AND FOR THE STATE AND COUNTY AFORESAID, M. D. ANDERSON AND C. VERNON HINES, WITH WHOM I AM PERSONALLY ACQUAINTED, AND WHO UPON OATH ACKNOWLEDGED THEMSELVES TO BE THE PRESIDENT AND SECRETARY RESPECTIVELY OF THE NASHVILLE BUILDING AND LOAN ASSOCIATION, THE 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 SIGNING THE NAME OF THE CORPORATION BY THE SAID M. D. ANDERSON, AS SUCH PRESIDENT, AND BY AFFIXING ITS CORPORATE SEAL AND ATTESTING SAME BY C. VERNON HINES, AS SUCH SECRETARY.
WITNESS MY HAND AND OFFICIAL SEAL AT NASHVILLE, TENNESSEE, THIS THE 5 DAY OF APRIL, 1939.
(SEAL) ANNIE F. WILKERSON,
NOTARY PUBLIC.

U.S.R.S. $2.50.
RECEIVED APRIL 10, 1939, AT 1:53 P.M.
FH

40103 MARSHALL & BRUCE CO. NASHVILLE

INSTALLMENT DEED

1097

FOR AND IN CONSIDERATION of the sum of THIRTY TWO HUNDRED (3200) DOLLARS of which FIVE HUNDRED (500) DOLLARS has been paid in cash by W. P. WILBURN AND WIFE ONIE H. WILBURN , the receipt of which is hereby acknowledged, and for the remainder TWENTY SEVEN HUNDRED DOLLARS the said W. P. WILBURN AND WIFE ONIE H. WILBURN HAVE EXECUTED THEIR PROMISSORY NOTE OF EVEN DATE HEREWITH, PAYABLE AS FOLLOWS: 24 EQUAL MONTHLY INSTALMENTS EACH INT HE SUM OF $20.00. THE 1ST MONTHLY INSTALMENT OF $20.00 SHALL BE PAYABLE ON APRIL 15, 1939, AND THE REMAINING 23 MONTHLY INSTALMENTS OF $20.00 EACH SHALL BE PAYABLE CONSECUTIVELY ON THE 15TH DAY OF EACH SUCCEEDING MONTH TO AND INCLUDING MARCH 15, 1941. 36 EQUAL INSTALMENTS, EACH IN THE SUM OF $25.00 EACH. THE FIRST MONTHLY INSTALMENT OF $25.00 SHALL BE PAYABLE ON APRIL 15, 1941, AND THE REMAINING 35 EQUAL MONTHLY INSTALMENTS OF $25.00 EACH SHALL BE PAYABLE CONSECUTIVELY ON THE 15TH DAY OF EACH SUCCEEDING MONTH TO AND INCLUDING MARCH 15, 1944. ONE (1) INSTALMENT IN THE SUM OF $1320.00 PAYABLE ON THE 15TH DAY OF MAY, 1944. TOGETHER WITH INTEREST ON EACH MONTHLY INSTALMENT FROM DATE, AT THE RATE OF SIX (6) PER CENT PER ANNUM, PAYABLE AT THE MATURITY DATE OF SUCH INSTALMENT. THE LAST INSTALMENT OF $1320.00 SHALL BEAR INTEREST FROM DATE HEREOF, AT THE RATE OF 6% PER ANNUM, PAYABLE ON THE 15TH DAYS OF APRIL & OCTOBER OF EACH YEAR. 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 LIFE & CASUALTY INSURANCE COMPANY OF TENNESSEE, HAVE THIS DAY BARGAINED AND SOLD, AND DO HEREBY TRANSFER AND CONVEY UNTO THE SAID W. P. WILBURN AND WIFE ONIE H. WILBURN, THEIR HEIRS AND ASSIGNS, CERTAIN REAL ESTATE IN DAVIDSON COUNTY, TENNESSEE, AS FOLLOWS:

BEING LOT 7, SECTION 1 OF THE LIFE & CASUALTY INSURANCE COMPANY'S SUBDIVISION OF THE DABBS & ELLIOTT PROPERTY NEAR DUPONTONIA, AS RECORDED IN PLAN BOOK 843, PAGE 56, REGISTER'S OFFICE OF DAVIDSON COUNTY, TENNESSEE, AND FURTHER DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE CENTER OF PITTS AVENUE AT A DISTANCE OF 2297 FEET FROM THE EASTERLY MARGIN OF 32ND STREET AS MEASURED ALONG THE CENTER OF PITTS AVENUE, SAID POINT BEING THE POINT OF INTERSECTION OF THE EASTERLY LINE OF A 20 FOOT ROADWAY WITH THE CENTER OF PITTS AVENUE; THENCE NORTH 12 DEGREES 16 MINUTES EAST ALONG THE EASTERLY MARGIN OF SAID 20 FOOT ROADWAY A DISTANCE OF 434.6 FEET TO A POINT IN THE SOUTHERLY MARGIN OF THE FREEMAN LAND; THENCE SOUTH 69 DEGREES 14 MINUTES EAST ALONG THE SOUTHERLY LINE OF THE FREEMAN LAND A DISTANCE OF 29.8 FEET TO THE SOUTHEASTERLY CORNER OF SAID FREEMAN LAND; THENCE NORTH 20 DEGREES 46 MINUTES EAST ALONG THE EASTERLY BOUNDARY OF SAID FREEMAN LAND A DISTANCE OF 215 FEET, MORE OR LESS, TO THE CUMBERLAND RIVER SLOUGH A DISTANCE OF 163 FEET MORE OR LESS, TO A POINT BEING THE NORTHEASTERLY CORNER OF SAID LOT 7, SECTION 1, AND THE NORTHWESTERLY CORNER OF LOT 8 SECTION 1, OF SAID SUBDIVISION; THENCE SOUTH 1 DEGREE 41 MINUTES WEST ALONG THE DIVIDING LINE BETWEEN SAID LOTS 7 AND 8 SECTION 1, A DISTANCE OF 594 FEET, MORE OR LESS, TO A POINT IN THE CENTER OF PITTS AVENUE, SAID POINT BEING THE SOUTHWESTERLY CORNER OF LOT 8, SECTION 1, AND THE SOUTHEASTERLY CORNER OF LOT 7, SECTION 1, OF SAID SUBDIVISION; THENCE ALONG THE CENTER OF PITTS AVENUE A DISTANCE OF 339.7 FEET MORE OR LESS TO THE POINT OF BEGINNING.

BEING PART OF THE SAME PROPERTY CONVEYED BY DEED OF A. M. BURTON, TRUSTEE, TO LIFE & CASUALTY INSURANCE COMPANY OF TENNESSEE, DATED JANUARY 6, 1932, AND RECORDED IN BOOK 895, PAGE 572, SAID REGISTER'S OFFICE. TAXES FOR 1939 TO BE PRO RATED AS OF DATE OF DEED. INSURANCE PREMIUMS TO BE PRORATED AS OF DATE OF DEED.

~~that 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~~

THE PURCHASER IS HEREBY GRANTED THE PRIVILEGE OF MAKING TWO ONE-HALF INCH WATER TAP CONNECTIONS TO THE WATER LINE OF THE DUPONTONIA WATER COMPANY ADJACENT TO THE ABOVE DESCRIBED PROPERTY AND AGREES TO ACCEPT AND PERMIT THE INSTALLATION OF TWO STANDARD WATER METERS TO BE FURNISHED AND INSTALLED BY THE DUPONTONIA WATER COMPANY AND PAID FOR BY THE PURCHASER. ALL INSTALLATION AND CONNECTION CHARGES OF MAKING THE ONE-HALF INCH

~~have and to hold said real estate, and covenant and hereby bargain and convey unto the said heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:~~

CONNECTIONS AND INSTALLING THE METERS IS TO BE BORNE BY AND PAID BY THE PURCHASER, AND THE PURCHASER AGREES FOR THEMSELVES, THEIR HEIRS AND ASSIGNS TO PAY THE DUPONTONIA WATER COMPANY, FOR ALL WATER PASSING THROUGH THE METERS AT RATES ESTABLISHED BY THE DUPONTONIA WATER COMPANY, ITS SUCCESSORS OR ASSIGNS.

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 18 FEET FROM SAID PROPERTY LINES.

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

THE FOREGOING STIPULATIONS, COVENANTS AND CONDITIONS ARE AND SHALL BE BINDING AND OBLIGATORY UPON AND SHALL BE OBSERVED BY THE SAID GRANTEES AND HEIRS, DEVISES OR ASSIGNS, UNTIN THE FIRST DAY OF JANUARY, 1940, 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.

X thence in an easterly direction along the Cumberland river slough

I declare that I am the true and lawful holder of the claim secured by the instrument within recorded, and hereby acknowledge the satisfaction thereof and discharge of the lien to secure the same in full. This 21 day of March 1950.

Attest: C. McKinley DEPUTY REGISTER — Lyle G. Connell Trustee for the Life & Casualty Ins. Co. of Tenn. by J. B. Burton Asst Treas.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said W. P. WILBURN AND WIFE ONIE H. WILBURN, 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 ~~heirs~~ and representatives, to warrant and forever defend the title to said real estate to said W. P. WILBURN AND WIFE ONIE H. WILBURN, 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 W. P. WILBURN AND WIFE, ONIE H. WILBURN, do hereby transfer and convey unto P. M. ESTES, JR., , 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.