WE , the said MILTON R. BRACEY AND PAUL WILSON BRACEY , 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 MILTON R. BRACEY AND PAUL WILSON BRACEY, , 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 MILTON R. BRACEY AND PAUL WILSON BRACEY, 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 R. T. MOORE 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 B. B. CRANCH AND WIFE, LUNA B. CRANCH and MILTON R. BRACEY AND PAUL WILSON BRACEY, , hereunto set our hands at NASHVILLE , Tennessee, this the 17TH day of MAY, , 1939.

B. B. CRANCH

LUNA B, CRANCH

MILTON R. BRACEY

PAUL WILSON BRACEY

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, MRS. ELLA FULCHER , a Notary Public in and for said County and State, the within named B. B. CRANCH AND WIFE, LUNA B. CRANCH AND MILTON R. BRACEY AND PAUL WILSON BRACEY, 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 XX freely, voluntarily, and understandingly, without compulsion or constraint from said husband , and for the purposes therein expressed. X

Witness my hand and official seal at Nashville, Tennessee, this 18TH day of MAY, , 1939.

My commission expires OCT. 26, 1940.

U.S.R.S. $1.50.

(Seal) MRS. ELLA FULCHER,
Notary Public.

RECEIVED MAY 18, 1939, AT 3:20 P.M.

FH

NUMBER 18381 RECORDED MAY 22, 1939. EUGENE H FLETCHER TO COMMIE FRANKLIN JACKSON, ET UX.

INSTALLMENT DEED

1097

FOR AND IN CONSIDERATION of the sum of THREE HUNDRED NINETY ($390.00) DOLLARS

of which SIXTY ($60.00) DOLLARS has been paid in cash by COMMIE FRANKLIN JACKSON ET UX ELIZABETH RHOADES JACKSON, the receipt of which is hereby acknowledged, and for the remainder THREE HUNDRED THIRTY ($330.00) DOLLARS the said COMMIE FRANKLIN JACKSON ET UX ELIZABETH RHOADES JACKSON

HAVE EXECUTED TWENTY SEVEN (27) NOTES, TWENTY SIX (26) IN THE SUM OF TWELVE ($12.00) DOLLARS AND ONE IN THE SUM OF EIGHTEEN ($18.00) DOLLARS, ALL DATED MAY 13, 1939, ALL PAYABLE TO THE ORDER OF EUGENE H. FLETCHER, THE FIRST NOTE BEING DUE JUNE 13, 1939 AND ONE DUE ON THE 13TH DAY OF EACH MONTH THEREAFTER, THE LAST NOTE (#27) BEING DUE AUGUST 13, 1941.

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, EUGENE FLETCHER HAVE THIS DAY BARGAINED AND SOLD, AND DO HEREBY TRANSFER AND CONVEY UNTO THE SAID COMMIE FRANKLIN JACKSON ET UX ELIZABETH RHOADES JACKSON, THEIR HEIRS AND ASSIGNS, CERTAIN REAL ESTATE IN DAVIDSON COUNTY, TENNESSEE, AS FOLLOWS:
BEING LOT NO. 47 ON THE PLAN OF RE-SUBDIVISION OF CERTAIN LOTS IN EASTDALE PLACE, AS OF RECORD IN BOOK 974, PAGE 22, R.O.D.C., TENNESSEE.
LOT NO. 47 FRONTS 60 FEET ON THE NORTHERLY SIDE OF PLYMOUTH AVENUE AND EXTENDS BACK BETWEEN PARALLEL LINES 180 FEET TO A DEAD LINE.
AND BEING PART OF THE SAME PROPERTY CONVEYED TO EUGENE H. FLETCHER BY DEED OF COMMERCE UNION BANK, TRUSTEE, OF RECORD IN BOOK 1038, P. 480, R.O.D.C., TENNESSEE.
IT IS EXPRESSLY STIPULATED AND AGREED BY THE PARTIES AS FOLLOWS:
FIRST: THAT NO SHOP, STORE, FACTORY OR OTHER BUSINESS OF ANY KIND, HOSPITAL, ASYLUM OR INSTITUTION OF LIKE OR KINDRED NATURE, AND NO HOSPITAL, ASYLUM OR CHARITABLE INSTITUTION SHALL BE ERECTED AND MAINTAINED ON THE PROPERTY HEREBY CONVEYED, BUT THE PREMISES SHALL BE OCCUPIED AND USED FOR RESIDENCE PURPOSES ONLY AND NOT OTHERWISE.
SECOND: THAT NO DWELLING OR RESIDENCE OR OTHER STRUCTURE SHALL BE ERECTED OR KEPT ON THE PROPERTY HEREIN CONVEYED, WHOLLY OR PARTLY, WITHIN 35 FEET OF THE FRONT LINE OR THE STREET OR AVENUE ON WHICH IT FRONTS, AND NO GARAGE, COAL HOUSE OR OTHER OUT HOUSE BUILDING, SHALL BE ERECTED OR KEPT ON SAID PROPERTY WHOLLY OR PARTLY WITHIN 80 FEET OF THE FRONT OF SAID STREET OR AVENUE ON WHICH SAID PROPERTY FRONTS.

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: /

FOURTH: THAT THE PREMISES NOR ANY PART OF THE PROPERTY HEREIN CONVEYED SHALL NOT BE SOLD, ALIENED, CONVEYED OR DEVISED TO ANY PERSON OR PERSONS OF AFRICAN BLOOD OR DESCENT, AND THAT NO PERSON OR PERSONS OF AFRICAN BLOOD OR DESCENT SHALL ACQUIRE TITLE THEREIN IN FEE OR OTHERWISE OR AS TENANTS OR LESSEES, BUT THIS COVENANT DOES NOT PRECLUDE OR PROHIBIT PERSON OR PERSONS OF AFRICAN BLOOD OR DESCENT FROM LIVING IN THE CAPACITY OF SERVANTS ON SAID PREMISES.
FIFTH: IT IS FURTHER CONTRACTED AND AGREED THAT THESE COVENANTS AND AGREEMENTS ARE EXPRESS COVENANTS WHICH RUN WITH THE LAND AND SHALL BE BINDING UPON THE PURCHASER AND EVERY PURCHASER OR OWNER SUCCEEDING TO THIS LAND TO AND INCLUDING THE 1ST DAY OF JANUARY, 1944. /
AND THE COMMERCE UNION BANK, BEING THE LAWFUL OWNER AND HOLDER OF THE NOTE FOR $9,350.00, SECURED BY A DEED OF TRUST TO MARVIN K. BARRY, TRUSTEE, OF RECORD IN BOOK 1039, PAGE 116, JOINS IN THIS INSTRUMENT FOR THE SOLE PURPOSE OF RELEASING THE LIEN RETAINED IN SAID DEED OF TRUST ON THE PROPERTY HEREINBEFORE DESCRIBED AND NO FURTHER OR OTHERWISE.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said COMMIE FRANKLIN JACKSON ET UX ELIZABETH RHOADES JACKSON, 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 COMMIE FRANKLIN JACKSON ET UX ELIZABETH RHOADES JACKSON, 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 COMMIE FRANKLIN JACKSON AND WIFE, ELIZABETH RHOADES JACKSON, do hereby transfer and convey unto MARVIN K. BARRY , 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.

I declare that I am the true and lawful holder of the claim secured by the foregoing instrument within recorded, and hereby acknowledge the satisfaction thereof and discharge of the lien to secure the same in full. This 1st day of Mch 1940

Attest: J. T. Moore DEPUTY REGISTER