WE , the said WALTER M. BYRD AND RUTH N.BYRD , 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 $ ~~120.00~~ 1200.00 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.

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 WALTER M. BYRD AND WIFE, RUTH N. BYRD , 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 WALTER M. BYRD 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 E. B. RUCKER 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. C. PEARSON AND WIFE, SARA B. PEARSON and WALTER M. BYRD AND WIFE, RUTH N. BYRD , hereunto set our hands at NASHVILLE , Tennessee, this the 1ST day of SEPTEMBER , 1939 .

H. C. PEARSON
SARA R. PEARSON
WALTER M. BYRD
RUTH N. BYRD

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, J. W VAUGHAN , a Notary Public in and for said County and State, the within named H. C. PEARSONAND WIFE, SARA R. PEARSON AND WALTER M. BYRD AND WIFE, RUTH N. BYRD 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 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 11 day of SEPT , 1939 .

My commission expires APRIL 11, 1942

J. W. VAUGHAN
(Seal)..... Notary Public.

U.S.R.S. $2.00
REC'D SEPT 11, 1939 AT 9;06 A.M.
TP

INSTALLMENT DEED

1097

FOR AND IN CONSIDERATION of the sum of ONE HUNDRED SEVENTY FIVE & 00/100 ($175.00) DOLLARS of which TEN & 00/100 ($10.00) - - - - - - - - - - - - - - - DOLLARS has been paid in cash by JOHN F. WHEELER AND WIFE, MILDRED WHEELER the receipt of which is hereby acknowledged, and for the remainder ONE HUNDRED SIXTY FIVE & 00/100 ($165.00) - - - - - - - - - - - - - - - - - - - DOLLARS the said JOHN F. WHEELER AND WIFE, MILDRED WHEELER HAVE EXECUTED AND DELIVERED THEIR 33 LIEN PROMISSORY NOTES OF EVEN DATE HEREWITH, PAYABLE TO THE ORDER OF JOHN S. BRANSFORD AND GLADYS T. ALTHAUSER, THE FIRST OF SAID NOTES BEING FOR THE SUM OF $5.83 AND EACH SUCCEEDING NOTE RESPECTIVELY THEREAFTER BEING FOR AN AMOUNT TWO AND ONE HALF CENTS LESS THAN THE PRECEDING NOTE, AND THE FIRST NOTE FALLING DUE SEPTEMBER 17, 1939, AND THE OTHERS MONTHLY RESPECTIVELY THEREAFTER UNTIL ALL MATURE, AND NONE OF SAID NOTES BEARING INTEREST EXCEPT AFTER MATURITY, THE INTEREST BEING OCCUPIED AND ADDED INTO THE FACE OF EACH NOTE

I, [illegible], Register of Davidson County, Tennessee, do hereby acknowledge the satisfaction of the instrument within to be the true and lawful holder of the claim secured by the instrument within and discharge of the same. This 7 day of [illegible] 1942

MATURITY

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

WE, JOHN S. BRANSFORD AND WIFE, HELEN D. BRANSFORD, AND GLADYS T. ALTHAUSER AND HUSBAND, W. E. ALTHAUSER have this day bargained and sold, and do hereby transfer and convey, unto the said JOHN F. WHEELER AND WIFE, MILDRED WHEELER, THEIR heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

BEING A PART OF LOT NO. 96 AS SHOWN ON MAP CAPITOL VIEW SUBDIVISION OF RECORD IN BOOK 974, PAGES 52 AND 53 REGISTER'S OFFICE, DAVIDSON COUNTY, TENNESSEE; BEGINNING AT A POINT IN THE NORTH MARGIN OF CAPITOL VIEW AVENUE WHICH POINT IS A COMMON CORNER OF LOTS 96 AND 97, RUNNING THENCE IN A NORTERLY DIRECTION ALONG THE COMMON BOUNDARY LINE BETWEEN LOTS 96 AND 97 297.3 FEET TO A POINT, WHICH POINT IS A COMMON CORNER OF LOTS 96 AND 97; THENCE IN AN EASTERLY DIRECTION ALONG THE REAR BOUNDARY LINE OF SAID LOT NO. 96 FIFTY FEET TO J. E. JOHNSON'S CORNER; THENCE IN A STRAIGHT LINE WITH JOHNSON'S WEST LINE 295 FEET MORE OR LESS TO A POINT IN THE NORTH MARGIN OF CAPITOL VIEW AVENUE; THENCE IN A WESTERLY DIRECTION WITH THE NORTH MARGIN OF SAID AVENUE FIFTY FEET TO THE POINT OF BEGINNING.

SAID PART OF LOT NO. 96 IS HEREBY CONVEYED SUBJECT TO THE FOLLOWING RESTRICTION, WHICH SHALL ATTACH AND RUN WITH SAID LAND UNTIL DECEMBER 31, 1950;

1. NEITHER THE PREMISES NOR ANY PART THEREOF SHALL BE SOLD, ALIENED, CONVEYED, DEVISED, OR BEQUEATHED TO ANY PERSON ORPERSONS OF AFRICAN BLOOD OR DESCENT, NOR SHALL ANY PERSON OR PERSONS OF AFRICAN BLOOD OR DESCENT ACQUIRE TITLE THERETO, EITHER IN FEE OR OTHERWISE, BUT THIS COVENANT DOES NOT PROHIBIT PERSONS OF AFRICAN BLOOD OR DESCENT FROM LIVING ON SAID PREMISES IN THE CAPACITY OF SERVANTS.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said JOHN F. WHEELER AND WIFE, MILDRED WHEELER, 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.

EXCEPT BY THE TAXES FOR THE YEAR 1939, WHICH THE PURCHASERS HEREBY ASSUME AND AGREE TO PAY

WE further covenant and bind OURSELVES, OUR heirs and representatives, to warrant and forever defend the title to said real estate to said JOHN F. WHEELER AND WIFE, MILDRED WHEELER, 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 JOHN F. WHEELER AND WIFE, MILDRED WHEELER do hereby transfer and convey unto JNO W. NOLAN , 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.