WE , the said D.L. NICHOLSON AND WIFE NETTIE B. NICHOLSON , 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 $ 1000.00 FIRE & WINDSTORM 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 D.L.NICHOLSON AND WIFE, NETTIE B.NICHOLSON, , 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 D.L. NICHOLSON, ET UX. NETTIE B.NICHOLSON, 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 W.T.GAITHER , 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 SAM L. BRYAN AND WIFE, CHRISTINE S.BRYAN

and D.L.NICHOLSON AND WIFE, NETTIE B.NICHOLSON, , hereunto set our hands

at NASHVILLE, , Tennessee, this the 25TH day of MARCH , 1940 .

SAM L. BRYAN
CHRISTINE S. BRYAN
D.L.NICHOLSON
NETTIE B.NICHOLSON

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, MARY VAUGHAN WALSH, , a Notary Public in and for said County and State, the within named SAM L.BRYAN AND WIFE, CHRISTINE S. BRYAN AND D.L.NICHOLSON AND WIFE, NETTIE B. NICHOLSON, D.L. NICHOLSON 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 X , 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 28TH day of MARCH , 1940.

My commission expires JULY 14, 1943.

(Seal) MARY VAUGHAN WALSH,
Notary Public.

U.S.R.S. $2.00

RECD MARCH 28, 1940 AT 12:30 P M
MM



NUMBER 35433 RECORDED MARCH 29TH, 1940 JOSEPH DRAKE TO MARTHA F.MCPHERSON

40102 MARSHALL & BRUCE CO. NASHVILLE

V. JAE

# INSTALLMENT DEED

1097

FOR AND IN CONSIDERATION of the sum of SIX HUNDRED THIRTY TWO AND 50/100 ($632.50) DOLLARS

of which FIFTY SEVEN AND 50/100 ($57.50) DOLLARS has been paid in cash by MARTHA F.MCPHERSON , the receipt of which is hereby acknowledged, and for the remainder FIVE HUNDRED SEVENTH FIVE ($575.00) AND NO/100 DOLLARS the said MARTHA F. MCPHERSON AND HUSBAND ALTON MCPHERSON HAVE EXECUTED THEIR 29 JOINT PROMISSORY NOTES OF EVEN DATE HEREWITH, THE FIRST 28 BEING FOR THE PRINCIPAL SUM OF $20.00 EACH AND THE LAST NOTE BEING FOR THE PRINCIPAL SUM OF $15.00 , BUT THE INTEREST HAS BEEN COMPUTED AND ADDED INTO THE FACE OF EACH NOTE MAKING THE FIRST NOTE FOR $22.90 AND EACH SUCCEEDING NOTE DECREASING 10 CENTS EACH MONTH EXCEPT THE LAST NOTE WHICH IS FOR $15.07 THE FIRST NOTE FALLING DUE MARCH 17, 1940, AND THE OTHERS MONTHLY THEREAFTER AND PAYABLE TO THE ORDER OF JOSEPH DRAKE.

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 I , JOSEPH DRAKE UNMARRIED

have this day bargained and sold, and do hereby transfer and convey, unto the said MARTHA F.MCPHERSON HER heirs and assigns, certain real estate in Davidson County, Tennessee, as follows: A TRACT OF LAND IN THE 13TH FORMERLY THE 23RD, CIVIL DISTRICT OF SAID COUNTY BEING PART OF LOT NO.6 ON THE MAP OF THE J.H.DRAKE LANDS, AS OF RECORD INBOOK 974, PAGE 94, REGISTER'S OFFICE FOR SAID COUNTY, DESCRIBED ACCORDING TO A SURVEY MADE FEBRUARY 20TH 1940 , BY S.R. SANFORD, JR. CIVIL ENGINEER, AS FOLLOWS;
BEGINNING AT A STAKE ON THE WESTERLY MARGIN OF HIGHWAY NO.112, THE SOUTHEAST CORNER OF A TRACT OR LAND OWNED BY POLLY WALTON , COLORED THENCE NORTH 49½° WEST WITH POLLY WALTON'S SOUTHWESTERNBOUNDARY LINE 732.4 FEET TO A STAKE AND FENCE POST THENCE SOUTH 7° 32' EAST 701.1 FEET TO A STAKE THENCE NORTH 87° 45' EAST 491.9 FEET TO A STAKE ON THE WESTERLY MARGIN OF SAID HIGHWAY NO.112; THENCE NORTH 7° 15' WEST WITH THE WESTERLY MARGIN OF SAID HIGHWAY 200 FEET TO THE BEGINNING, CONTAINING 5.06 ACRES, MORE OR LESS.
BEING PART OF THE TRACT OF LAND ALLOTTED TO JOSEPH DRAKE IN THE PARTITION OF THE REAL ESTATE OF J. H.DRAKE, DECEASED, BY DECREE OF THE CHANCERY COURT IN THE CAUSE OF J.W.DRAKE ADMINISTRATOR ET AL. VS SAMIE DRAKE CHAPPELL, ET AL NO.51514, RENDERED SEPTEMBER 20, 1937 AND ENTERED IN MINUTE BOOK 36, PAGE 13,
AND FOR THE CONSIDERATION AFORESAID IT IS AGREED THAT THE FOLLOWING RESTRICTIVE COVENANTS SHALL RUN WITH SAID LAND TO WIT;
1. THE SAID LAND SHALL BE USED FOR RESIDENCE PURPOSES ONLY AND NOT OTHERWISE.
2. NO PART OF THE PREMISES HEREIN CONVEYED SHALL BE SOLD, CONVEYED OR LEASED TO ANY PERSON OR PERSONS OF AFRICAN BLOOD OR DESCENT, NOR SHALL ANY SUCH PERSON OR PERSONS BE ALLOWED TO LIVE ON OR OCCUPY ANY PART OF THE PREMISES, HEREIN CONVEYED EXCEPT IN THE CAPACITY OF SERVANTS, OR SERVANTS OF THE OWNER OR THE TENANT.
3. ALL RESIDENCES SHALL BE ERECTED SO THAT THEMAIN FRONT WALL THEREOF SHALL BE NOT NEARER THAN SEVENTY FIVE (75) FEET FROM THE HIGHWAY ON WHICH SAID LAND FRONTS.
4. NO RESIDENCE PRORER SHALL BE ERECTED ON ANY OF SAID LOTS WHICH SHALL COST LESS THAN TWENTY - FIVE HUNDRED ($2500.00) DOLLARS, AT A REASONABLE ESTIMATE.
5. ALL BARNS CHICHEN HOUSES, AND OTHER OUTHOUSES EXCEPT GARAGES AND OUTDOOR TOILETS, SHALL BE NOT LESS THAN THREE HUNDRED (300) FEET FROM THE HIGHWAY ON WHICH SAID LAND FRONTS.

Received for Record the within deed and the lawful notes of the debt secured by the instrument herein mentioned, which are hereby acknowledged to be the satisfaction thereof and discharge of the lien to secure. This 29 day of August, 1942
NASHVILLE TITLE INS. CO.
BY [illegible] ASST. SEC'Y.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said MARTHA F. MCPHERSON HER 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 MYSEFLY MY heirs and representatives, to warrant and forever defend the title to said real estate to said MARTHA F.MCPHERSON HER 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 MARTHA F.MCPHERSON AND HUSBAND ALTON MCPHERSON do hereby transfer and convey unto WADE SAIN , 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.