WE , the said L.A. WARREN AND WIFE, CORRINE WARREN , 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 $ 14,000. FIRE AND $14,000 TORNADO 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 L.A. WARREN AND WIFE CORRINE WARREN , 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, OR IF 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 L.A. WARREN AND WIFE CORRINE WARREN 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 J.DOUGLAS WRIGHT 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 ESTELLE TAYLOR CHARLTON ANDHUSBAND E. MURRAY CHARLTON and L.A. WARREN AND WIFE CORRINE WARREN , hereunto set our hands at NASHVILLE , Tennessee, this the 19TH day of DECEMBER , 1938.

E. MURRAY CHARLTON
ESTELLE TAYLOR CHARLTON
J.A. WARREN
CORINNE WARREN
CORRINE WARREN

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, FLETCHER HOOVER , a Notary Public in and for said County and State, the within named ESTELLE TAYLOR CHARLTON AND HUSBAND E. MURRAY CHARLTON AND L.A. WARREN AND WIFE CORRINE WARREN the bargainor S , with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And E X , of the said X having appeared before me privately and apart from husband , the said , acknowledged the execution of the said instrument to have been done by 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 20TH day of DECEMBER , 1938.

My commission expires COM EX OCT 5 1941

(Seal) FLETCHER HOOVER Notary Public.

U.S.R.S. $17.50

REC'D DEC 20,1938 AT 1:21 P.M.

V. JAE

INSTALLMENT DEED

1102

FOR AND IN CONSIDERATION of the sum of THREE HUNDRED FIFTY AND NO/100 DOLLARS of which SIXTY AND NO/100 DOLLARS has been paid in cash by HELEN M. HUFFMAN AND HUSBAND JOHN W.HUFFMAN JR. , the receipt of which is hereby acknowledged, and for the remainder TWO HUNDRED NINETY AND NO/100 DOLLARS the said HELEN M.HUFFMAN AND HUSBAND JOHN W.HUFFMAN JR. HAVE THIS DAY EXECUTED THEIR TWENTY NINE PROMISSORY NOTES IN THE AMOUNT OF TEN DOLLARS ($10.00) EACH. THE FIRST OF SAID NOTES WILL FALL DUE ON OR BEFORE THE EIGHTEENTH DAY OF JANUARY 1939 AND ONE DUE ON OR BEFORE THE SAME DAY OF EACH SUCCEEDING MONTH THEREAFTER UNTIL ALL ARE PAID.

ALL OF SAID NOTES ARE PAYABLE TO THE ORDER OF M.N.YOUNG,

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, M.N.YOUNG AND WIFE RUBY M. YOUNG,

have this day bargained and sold, and do hereby transfer and convey, unto the said HELEN M. HUFFMAN HER heirs and assigns, certain real estate in Davidson County, Tennessee, as follows: BEING LOT 60 IN M. N.YOUNG'S INGLEWOOD ANNEX A RESUBDIVISION OF LOTS 122 AND 4 OF WILLIAMS 31 ACRE TRACT, A PLAN OF WHICH IS OF RECORD IN BOOK 547, PAGE 159 REGISTER'S OFFICE FOR DAVIDSON COUNTY TENNESSEE.

SAID LOT 60 FRONTS 50 FEET 2 INCHES ON THE SOUTHERLY SIDE OF NORVEL AVENUE AND RUNS BACK 129 FEET 8 INCHES ON ITS WESTERLY LINE AND 127 FEET 7 INCHES ON ITS EASTERLY LINE TO A DEAD LINE AND SHOWS 50 FEET, 1 INCH, THEREON. BEING PART OF THE SAME PROPERTY CONVEYED TO M.N.YOUNG BY DEED FROM A. FORREST TURBEVILLE AND WIFE OF RECORD IN BOOK 838 PAGE 71 REGISTER'S OFFICE FOR SAID COUNTY. IT IS EXPRESSLY COVENANTED AND AGREED BY AND BETWEEN THE PARTIES HERETO THAT;

1. NO NUISANCE WILL BE MAINTAINED OR ALLOWED TO BE MAINTAINED BY THE GRANTEE ON THE SAID PROPERTY.
2. NO SWINE WILL BE ALLOWED TO BE KEP ON SAID PROPERTY.
3. SAID PROPERTY IS TO BE USED FOR RESIDENTIAL PURPOSES ONLY AND NO RESIDENCE OR OTHER BUILDING SHALL BE ERECTED OR KEPT WHOLLY OR PARTIALLY WITHIN 25 FEET FROM THE FRONT LINE OF THE DEDICATED STREET ON WHICH THE LOT FRONTS AS SHOWN ON THE SAID PLAT AND NO RESIDENCE SHALL BE BUILT ON LOTS NOS. 1 TO 10, INCLUSIVE TO COST LESS THAN $5,000.00 AND SAME SHALL BE BUILT OF BRICK, STONE OR STUCCO AND NO RESIDENCE SHALL BE BUILT ON LOTS NOS.11 TO 32 INCLUSIVE AND 56, TO 74 INCLUSIVE TO COST LESS THAN $3,000.00 SAME TO BE BUILT OF BRICK STONE OR STUCCO.
4. NEITHER THE PROPERTY HEREIN CONVEYED OR ANY PART THEREOF SHALL BE CONVEYED TO PERSONS OF AFRICAN BLOOD OR DESCENT AND NO PERSON OF AFRICAN BLOOD SHALL BE PERMITTED TO OWN OR OCCUPY THE PREMISES EXCEPT IN THE CAPACITY OF SERVANTS.
5. ALL OUTBUILDINGS ON CORNER LOTS SHALL BE BUILT ON THE INSIDE AND BACK LINES OF THE SAID PROPERTY.

THE FOREGOING RESTRICTIONS SHALL BE COVENANTS RUNNING WITH THE SAID LAND AND BUILDINGS UPON THE GRANTEE HEREIN HER HEIRS OR ASSIGNS, FOR A PERIOD OF THIRTY (30) YEARS FROM THE DATE OF THIS DEED.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said HELEN M. HUFFMAN HER 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 FOR TAXES FOR 1938 AND 1939 WHICH THE PURCHASER HEREBY ASSUMES AND AGREES 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 HELEN M. HUFFMAN 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 HELEN M.HUFFMAN AND HUSBAND JOHN W. HUFFMAN JR., do hereby transfer and convey unto J.E. SAUNDERS , 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.

State of Tennessee, Davidson County. I certify that I am true and lawful holder of the claim secured by this instrument, and hereby acknowledge the satisfaction thereof and discharge of the same in full. This 21 day of Dec 1944 J.E. Saunders REGISTER