I , the said A. H. HAMMOND , 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 $ - 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 A. H. HAMMOND , 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 A. H. HAMMOND 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 JACOBS H. DOYLE 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 A. H. HAMMOND

and LUCIUS C. EVANS AND WIFE, CORDIE GERTRUDE EVANS , hereunto set our hands

at NASHVILLE , Tennessee, this the 12th day of DECEMBER , 1938 .

LUCIUS C. EVANS
CORDIE GERTRUDE EVANS
A. H. HAMMOND

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, RUBY BILES , a Notary Public in and for said County and State, the within named LUCIUS C. EVANSAND WIFE, CORDIE GERTRUDE EVANS

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 X 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 12th day of DECEMBER , 1938 .

My commission expires JULY 16, 1941

(Seal) RUBY BILES
Notary Public.

STATE OF TENNESSEE
KNOX COUNTY

PERSONALLY APPEARED BEFORE ME N. A. GORDON A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE THE WITHIN NAMED A. H. HAMMOND THE BARGAINOR WITH WHOM I AM PERSONALLY ACQUAINTED AND WHO ACKNOWLEDGED THAT HE EXECUTED THE WITHIN INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED.

WITNESS MY HAND AND OFFICIAL SEAL AT KNOXVILLE, THIS 15th DAY OF DECEMBER 1938.

(SEAL) N. A. GORDON
NOTARY PUBLIC

COM. EXPIRES APRIL 9, 1939
U.S.R.S.$ 3.50
REC'D DEC 27, 1938 at 12;50 P.M.
TP

V. J.A.E.

INSTALLMENT DEED

1102

FOR AND IN CONSIDERATION of the sum of SEVENTEEN HUNDRED FIFTY (1750) DOLLARS

of which THREE HUNDRED FIFTY (350) DOLLARS has been paid in cash by GEORGE T. KEELEY AND WIFE WINAFRED RUSHING KELLY , the receipt of which is hereby acknowledged, and for the remainder FOURTEEN HUNDRED (1400) DOLLARS the said GEORGE T. KELLY AND WIFE WINAFRED RUSHING KELLY HAVE EXECUTED THEIR PROMISSORY NOTE OF EVEN DATE HEREWITH PAYABLE IN 61 INSTALLMENTS AS FOLLOWS;
24 EQUAL MONTHLY INSTALLMENTS IN THE SUM OF $10.00 EACH. THE FIRST INSTALMENT OF $10.00 IS PAYABLE ON NOVEMBER 1, 1938, AND THE REMAINING 23 INSTALLMENTS OF $10.00 EACH ARE PAYABLE CONSECUTIVELY ON THE FIRST DAY OF EACH SUCCESSIING MONTH THROUGH AND INCLUDING OCTOBER 1, 1940.
36 EQUAL MONTHLY INSTALMENTS IN THE SUM OF $15.00 EACH. THE FIRST INSTALMENT OF $15.00 IS PAYABLE ON NOVEMBER 1,1940, AND THE REMAINING 35 INSTALMENTS OF $15.00 EACH ARE PAYABLE CONSECUTIVELY ON THE FIRST DAY OF EACH SUCCEEDING MONTH THROUGH AND INCLUDING OCTOBER 1, 1943 ONE (1) INSTALMENT IN THE SUM OF $620.00 PAYABLE ON THE FIRST DAY OF DECEMBER,1943. TOGETHER WITH INTEREST ON EACH INSTALMENT FROM DATE AT THE RATE OF 6% PER ANNUM PAYABLE AT MATURITY DATE OF SUCH INSTALMENT , SAVE THE LAST INSTALMENT OF $620.00 WHICH SHALL BEAR INTEREST FROM DATE HEREOF AT THE RATE OF 6% PER ANNAUM PAYABLE ON 1ST DAYS OF APRIL AND 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, INCORPORATED HAVE THIS DAY BARGAINED AND SOLD AND DO HEREBY TRANSFER AND CONVEY UNTO THE SAID GEORGE T. KELLY AND WIFE WINAFRED RUSHING KELLY THEIR HEIRS AND ASSIGNS, CERTAIN REAL ESTATE IN DAVIDSON COUNTY TENNESSEE AS FOLLOWS;
BEING THE EASTERLY ONE - HALF OF LOT 8, SECTION 1, LIFE & CASUALTY INSURANCE COMPANY SUBDIVISION OF THE DABBS AND ELLIOTT PROPERTY NEAR DUPONTONIA AS PER PLAN IN BOOK 843, PAGE 56, REGISTER'S OFFICE DAVIDSON COUNTY, TENNESSEE, AND BEING MORE FULLY DESCRIBED AS FOLLOWS;
BEGINNING AT A POINT IN THE CENTER OF PITTS AVENUE 2806.7 FEET EASTWARDLY FROM 32ND STREET AS MEASURED ALONG THE CENTER OF PITTS AVENUE THENCE NORTH 9 DEGREES 3 MINUTES EAST ALONG THE EASTERLY BOUNDARY OF THE JOHN KERR PROPERTY A DISTANCE OF 568 FEET TO THE LOW WATER LINE OF THE CUMBERLAND RIVER SLOUGH; THENCE IN AN EASTERLY DIRECTION WITH SAID LOW WATER LINE A DISTANCE OF 242 FEET MORE OR LESS TO A POINT WHICH IS THE NORTH WESTERLY CORNER OF LOT 9 SECTION 1, OF SAID LIFE & CASUALTY INSURANCE COMPANY SUBDIVISION PLAN THENCE SOUTH 16 DEGREES 25 MINUTES WEST ALONG THE DIVIDING LINE BETWEEN SAID LOTS 8 AND 9 OF SAID PLAN A DISTANCE OF 552 FEET TO THE CENTER OF PITTS AVENUE THENCE WITH THE CENTER OF PITTS AVENUE A DISTANCE OF 170 FEET MORE OR LESS, TO THE POINT OF BEGINNING COMPRISING 2.675 ACRES MORE OR LESS.
BEING PART OF THE SAME PROPERTY CONVEYED BY DEED OF A. M.BURTON TRUSTEE TO LIFE & CASUALTY INSURANCE COMPANY; DATED JANUARY 6, 1932, RECORDED IN BOOK 895, PAGE 572, SAID REGISTER'S OFFICE.
TAXES FOR THE YEAR 1938 TO BE PRO RATED AS OF THIS DATE.
THE PURCHASER IS HEREBY GRANTED THE PRIVILEGE OF MAKING TWO ONE HALF INCH WATER TAP CONNECTION- 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 METER, TO BE FURNISHED AND INSTALLED BY THE DUPONTONIA WATER COMPANY AND PAID FOR BY THE PURCHASER, THE INSTALLATION AND CONNECTION CHARGES OF MAKING THE ONE HALF INCH CONNECTION - INSTALLING THE METER- 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 METER- AT RATES ESTABLISHED BY THE DUPONTONIA WATER COMPANY ITS SUCCESSORS OR ASSIGNS. THIS CONVEYANCE IS SUBJECT TO THE FOLLOWING RESTRICTION;
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 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, UNTIL 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 HEREAFTER 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.

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; -

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said GEORGE T. KELLY AND WIFE, WINAFRED RUSHING KELLY, 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 unincumbered.

WE further covenant and bind OURSELVES, OUR SUCCESSORS -heirs and representatives, to warrant and forever defend the title to said real estate to said GEORGE T.KELLY AND WIFE, WINAFRED RUSHING KELLY,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 GEORGE T.KELLY AND WIFE, WINAFRED RUSHING KELLY 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.

I declare that I am the true and lawful holder of the claim secured by the instrument herein recorded and hereby acknowledge the satisfaction thereof and discharge of the lien thereunder in the same in full. This 14th day of July 1942