WE , the said JOHN W.BAKER AND WIFE, ALLENE BAKER, , 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.

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 JOHN W.BAKER AND WIFE, ALLENE BAKER, , 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, 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 JOHN W.BAKER AND WIFE, ALLENE BAKER, - 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.C.MONCRIEF, 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 W.C.MONCRIEF & COMPANY, INC., and JOHN W.BAKER AND WIFE, ALLENE BAKER, , hereunto set our hands at GOODLETTSVILLE, , Tennessee, this the 11 day of AUGUST , 1938:

(SEAL) W.C.MONCRIEF,& CO., INC.,
W.C.MONCRIEF, PRES.

JOHN W.BAKER.
ALLENE BAKER.

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, GEO.T.SAIN, , a Notary Public in and for said County and State, the within named JOHN W.BAKER AND WIFE, ALLENE BAKER, 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 , 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 GOODLETTSVILLE, Nashville, Tennessee, this 13 day of AUGUST , 1938.

My commission expires JULY 2, 1939.

(Seal) GEO.T.SAIN,
Notary Public.

STATE OF TENNESSEE,
COUNTY OF DAVIDSON:

BEFORE ME, GEO.T.SAIN, A NOTARY PUBLIC OF THE STATE AND COUNTY AFORESAID, PERSONALLY APPEARED W.C.MONCRIEF, WITH WHOM I AM PERSONALLY ACQUAINTED, AND WHO UPON OATH, ACKNOWLEDGED HIMSELF TO BE PRESIDENT OF W.C.MONCRIEF & COMPANY, INC., THE WITHIN NAMED BARGAINOR, A CORPORATION, AND THAT HE AS SUCH PRESIDENT BEING AUTHORIZED SO TO DO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSE THEREIN CONTAINED BY SIGNING THE NAME OF THE CORPORATION BY HIMSELF AS PRESIDENT.

WITNESS MY HAND AND SEAL AT GOODLETTSVILLE,TENNESSEE, THIS 11 DAY OF AUGUST, 1938.

(SEAL) GEO.T.SAIN,
NOTARY PUBLIC.

MY COM.EX. JULY 2, 1939.

R.S.T.S. $2.50.
FEB. 16, 1939 AT 9:03 A.M.

A

INSTALLMENT DEED

1102

FOR AND IN CONSIDERATION of the sum of ($375.00) THREE HUNDRED SEVENTY FIVE & NO/100THS DOLLARS of which FORTY & NO/100THS DOLLARS has been paid in cash by MRS.JENNIE B.PAYNE AND HUSBAND, J.R.PAYNE, , the receipt of which is hereby acknowledged, and for the remainder OF ($335.00) THREE HUNDRED THIRTY FIVE & NO/100THS DOLLARS the said MRS. JENNIE B.PAYNE AND HUSBAND, J.R.PAYNE,

HAVE THIS DAY EXECUTED A NOTE IN SAID SUM OF THREE HUNDRED THIRTY FIVE AND NO/100THS ($335.00) DOLLARS, PAYABLE $5.00 PER MONTH BEGINNING FEBRUARY 15, 1939, WITH INTEREST AT 6% PER ANNUM FROM DATE, PAYABLE SEMI-ANNUALLY ON THE UNPAID BALANCE, TOGETHER WITH ANY AND ALL OBLIGATIONS AND PROVISIONS AS SET OUT IN SAID NOTE,

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;

CUMBERLAND DEVELOPMENT COMPANY, A CORPORATION, HAS THIS DAY BARGAINED AND SOLD, AND DOES HEREBY TRANSFER AND CONVEY UNTO THE SAID MRS.JENNIE B.PAYNE AND HUSBAND, J.R.PAYNE, THEIR HEIRS AND ASSIGNS, CERTAIN REAL ESTATE IN DAVIDSON COUNTY,TENNESSEE, AS FOLLOWS:

A CERTAIN TRACT OR PARCEL OF LAND SITUATE IN THE 4TH CIVIL DISTRICT OF DAVIDSON COUNTY, TENNESSEE, AND BEING LOT NO.3 IN BLOCK "A", ON A MAP ENTITLED SUBDIVISION MAP 3, OF THE LIFE & CASUALTY INSURANCE COMPANY PROPERTY AT OLD HICKORY, DAVIDSON COUNTY,TENNESSEE, RECORDED IN BOOK 974, PAGE 11. SAID NOT NO. 3 FRONTS 60 FEET ON THE WESTERLY SIDE OF PARK CIRCLE AND RUNS BACK BETWEEN PARALLEL LINES 180 FEET TO A DEAD LINE AND BEING 60 FEET THEREON, BEING PART OF THE SAME PROPERTY CONVEYED TO CUMBERLAND DEVELOPMENT COMPANY BY DEED FROM LIFE & CASUALTY INSURANCE COMPANY, AS OF RECORD IN BOOK 1003, PAGE 51, REGISTERS OFFICE FOR DAVIDSON COUNTY,TENN.

PURCHASER HEREIN ASSUMES THE 1939 TAXES.

~~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:~~

THIS CONVEYANCE IS MADE SUBJECT TO THE FOLLOWING RESTRICTIONS:

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 TWENTY 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 OR 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.

3. NO DWELLING SHALL BE CONSTRUCTED AT A COST OF LESS THAN $1250.00.

4. THE FOREGOING STIPULATIONS, COVENANTS AND CONDITIONS ARE AND SHALL BE BINDING AND OBLIGATORY UPON AND SHALL BE OBSERVED BY THE SAID GRANTEES AND HEIRS, DEVISEES OR ASSIGNS, UNTIL THE FIRST DAY OF JANUARY, 1956. AND IT IS EXPRESSLY AGREED THAT ALL AND EVERY THE 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 THEREAFTER 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.

THE PURCHASER IS HEREBY EXTENDED THE PRIVILEGE OF CONNECTING WITH THE WATER SYSTEM OF DUPONTONIA WATER COMPANY BY 1 CONNECTION, THE SAME BEING AN ONE-HALF INCH WATER CONNECTION, AND THE SAME IS TO BE INSTALLED AND USED AS PROVIDED IN THE RULES AND REGULATIONS OF THE DUPONTONIA WATER COMPANY. AND ALL INSTALLATION EXPENSE IS TO BE PAID AND ASSUMED BY THE PURCHASER.

I declare that this instrument was filed for record, and recorded, and that the same is truly Attest

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said MRS.JENNIE B.PAYNE AND HUSBAND, J.R.PAYNE, THEIR heirs and assigns, forever, CUMBERLAND DEVELOPMENT COMPANY, covenants that IT IS lawfully seized and possessed of said real estate in fee simple, have good right to convey it, and that the same is unencumbered.

IT further covenants and binds SIGNS ITSELF, ITS SUCCESSORS AND ASSIGNS and representatives, to warrant and forever defend the title to said real estate to said MRS. JENNIE B.PAYNE AND HUSBAND, J.R.PAYNE, 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 MRS. JENNIE B. PAYNE AND HUSBAND, J.R.PAYNE, do hereby transfer and convey unto W.RAYMOND DENNEY, , 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.