WE , the said J.C. HOWELL AND WIFE, LONIE HOWELL , 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 $ 250.00 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 J.C. HOWELL AND WIFE, LONIE HOWELL , 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 outcery, 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 J.C. HOWELL 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 H.C. PEARSON 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 E.B. RUCKER A WIDOWER,

and J.C. HOWELL AND WIFE, LONIE HOWELL , hereunto set our hands

at NASHVILLE , Tennessee, this the 1ST day of OCT , 193 8.

E.B. RUCKER
J.C. HOWELL
LONIE HOWELL

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 E.B. RUCKER AND J.C. HOWELL AND WIFE, LONIE HOWELL

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

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 24 day of DEC , 193 8.

My commission expires APRIL 11 1942

(Seal) J.W. VAUGHAN
Notary Public.

U.S.R.S. $1.00
REC'D MCH 18,1939 AT 9:26 A.M.



NUMBER 14895 RECORDER MAR 20, 1939 JOHN S. BRANSFORD, ET AL TO VERNON Y. HITT, ET UX

J.A.E.

# INSTALLMENT DEED

1102

FOR AND IN CONSIDERATION of the sum of SIX HUNDRED SIXTY & 00/100 ($660.00) - - - - - DOLLARS of which ONE HUNDRED ($100.00) - - - - - - - - - - - - - - - - - - DOLLARS has been paid in cash by VERNON Y. HITT AND WIFE, EMILY HITT , the receipt of which is hereby acknowledged, and for the remainder the said VERNON Y. HITT AND WIFE EMILY HITT, HAVE EXECUTED AND DELIVERED THEIR SIX 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 $12.80 AND EACH SUCCEEDING NOTE RESPECTIVELY THEREAFTER BEING FOR AN AMOUNT FIVE CENTS LESS THAN THE PRECEDING NOTE, AND THE FIRST OF SAID NOTES FAILLING DUE APRIL 15, 1939 AND THE OTHERS MONTHLY RESPECTIVELY THEREAFTER UNTIL ALL MATURE, AND NONE OF SAID NOTES BEARING INTEREST, EXCEPT AFTER MATURITY THE INTEREST BEING COMPUTED AND ADDED INTO THE FACE OF EACH NOTE;

I declare that I am the true and lawful holder of the claim secured by the instrument within executed, and hereby acknowledge the satisfaction thereof and discharge of the same in full. This 2 day [illegible]

Attest [illegible]

all of said notes bearing interest 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 W. E. ALTHAUSER AND WIFE, GLADYS T. ALTHAUSER have this day bargained and sold, and do hereby transfer and convey, unto the said VERNON Y. HITT AND WIFE, EMILY HITT THEIR heirs and assigns, certain real estate in Davidson County, Tennessee, as follows: BEING LOT NO. 9 AS SHOWN ON THE MAP OF CAPITOL VIEW SUBDIVISION, PLAN OF WHICH IS OF RECORD IN BOOK 974, PAGES52 AND 53 OF THE REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE. SAID LOT FROHTS 87.6 FEET ON THE NORTH SIDE OF LORRIANE AVENUE AND EXTENDS BACK NORTHERLY BETWEEN LINES 290.2 FEE, MORE OR LESS, ON THE EASTERLY MARGIN, AND 311.1 FEET, MORE OR LESS ON THE WESTERLY MARGIN TO A DEAD LINE, MEASURING 81.1 FEET ON SAID REAR LINE. IT IS EXPRESSLY COVENANTED AND AGREED BY AND BETWEEN JOHN S. BRANSFORD AND WIFE HELEN B. BRANSFORD AND GLADYS T/ ALTHAUSER AND HUSBAND, W. E. ALTHAUSER, THEIR HEIRS AND ASSIGNS, AND VERNON Y. HITT AND WIFE, EMILY HITT, THEIR HEIRS AND ASSIGNS, THAT SAID LOT #9 SHALL BE OWNED AND HELD SUBJECT TO THE FOLLOWING RESTRICTIONS, WHICH SHALL ATTACH TO AND RUN WITH THE LAND AND BE BINDING AND OBLIGATORY UPON SAID VERNON Y. HITT AND WIFE EMILY HITT, THEIR HEIRS AND ASSIGNS, AND ALL WHO MAY HEREAFTER BECOME OWNER OR OWNERS OF SAID LOT, UNTIL DECEMBER 31, 1950;

1. SAID LOT SHALL BE USED FOR RESIDENCES PURPOSES, AND NOT OTHERWISE. 2. NO RESIDENCE OR OTHER STRUCTURE SHALL BE ERECTED OR MAINTAINED ON SAID LOT, EXCLUSIVE OF OPEN PORCHES OR STEPS, CLOSER THAN FIFTY FEETOF THE NORTH MARGIN OF LORRIANE AVENUE. 3. NO RESIDENCE OR OTHER STRUCTURE SHALL BE ERECTED OR MAINTAINED ON SAID LOT COSTING LESS THAN $2500.00 4. NO GARAGE OR OUTBUILDING SHALL BE ERECTED OR MAINTAINED ON SAID LOT EXCEPT IN THE REAR OF THE PREMISES, EXCEPT THAT A GARAGE MAY BE CONSTRUCTED AS A PART OF THE RESIDENCE, PROVIDED IT IS OF THE SAME TYPE OF ARCHITECTURE AND THE SAME CLASS OF CONSTRUCTION AS TO BOTH WORKMANSHIP AND MATERIAL. 5. NEITHER THE PREMISES NOR ANY PART THEREOF SHALL BE SOLD, ALIENED DEVISED OR BEQUEATHED TO ANY PERSON OR PERSONS OF AFRICAN BLOOD OR DESCENT, NOR SHALL ANY PERSON OR PERSONS OF SUCH BLOOD OR DESCENT OWN OR ACQUIRE TITLE THERETO IN FEE OR OTHERWISE; BUT THIS DOES PRECLUDE OR PROHIBIT ANY PERSON OR 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 VERNON Y. HITT AND WIFE EMILY HITT, 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 1939 TAXES WHICH THE PURCHASERS 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 VERNON Y. HITT AND WIFE EMILY HITT, 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 VERNON Y. HITT AND WIFE EMILY HITT do hereby transfer and convey unto JOHN 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.