WE , the said ELIZABETH DRENNAN AND HUSBAND G.W. DRENNAN , 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 - 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 ELIZABETH DRENNAN AND HUSBAND G.W. DRENNAN , 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 THEY 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 ELIZABETH DRENNAN AND HUSBAND G.W. DRENNAN 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 J.M.WHITSITT, 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 WE THE SAID FIRST NATIONAL BANK OF CHICAGO AND JOHN BAXTER AS EXECUTORS AND TRUSTEES UNDER THE WILL OF JOANNA E. BAXTER AND ELIZABETH DRENNAN AND HUSBAND G.W. DRENNAN and - , hereunto set our hands at CHICAGO ILLINOIS AND/NASHVILLE, Tennessee, this the 12TH day of OCTOBER ,19 35.

(SEAL) THE FIRST NATIONAL BANK OF CHICAGO NOT INDIVIDUALLY BUT SOLELY AS EXECUTOR AND TRUSTEE UNDER THE WILL OF JOANNA E. BAXTER.
BY: O.A. BESTEL, VICE PRESIDENT

ATTEST:
W.W.O'BRIEN
ASST. SECRETARY.

JOHN BAXTER
EXECUTOR AND TRUSTEE UNDER THE WILL OF JOANNA E. BAXTER

G.W. DRENNAN HIS MARK

WITNESS TO MARK MRS. JOE DAWSON, JOSEPH N. DAWSON ELIZABETH DRENNAN

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, JOSEPH N. DAWSON , a Notary Public in and for said County and State, the within named ELIZABETH DRENNAN AND HUSBAND G.W. DRENNAN the bargainorS , with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And ELIZABETH DRENNAN WIFE , of the said G.W. DRENNAN having appeared before me privately and apart from HER husband , the said G.W.DRENNAN , acknowledged the execution of the said instrument to have been done by HER freely, voluntarily, and understandingly, without compulsion or constraint from HER said husband , and for the purposes therein expressed.

Witness my hand and official seal at Nashville, Tennessee, this 21ST day of OCTOBER ,19 35.

My commission expiresOCT. 7, 1937

(Seal) JOSEPH N. DAWSON
Notary Public.

STATE OF ILLINOIS, COOK COUNTY.....
BEFORE ME GORDON T. SHEARER A NOTARY PUBLIC OF THE STATE AND COUNTY AFORESAID, PERSONALLY APPEARED O.A.BESTEL AND W.W.O'BRIEN WITH WHOM I AM PERSONALLY ACQUAINTED AND WHO UPON OATH ACKNOWLEDGED THEMSELVES TO BE VICE PRESIDENT AND ASST. SECRETARY OF THE FIRST NATIONAL BANK OF CHICAGO THE WITHIN NAMED BARGAINOR A NATIONAL BANKING CORPORATION, AND THAT THEY AS SUCH VICE PRESIDENT AND ASST. SECRETARY BEING AUTHORIZED SO TO DO EXECUTED THE FOREGOING INSTRUMENT AS EXECUTOR AND TRUSTEE UNDER THE WILL OF JOANNA E. BAXTER FOR THE PURPOSE THEREIN CONTAINED, BY SIGNING THE NAME OF THE CORPORATION, AS SUCH EXECUTOR AND TRUSTEE THERETO BY THE SAID O.A.BESTEL AS VICE PRESIDENT AND AFFIXING THE CORPORATE SEAL THERETO AND ATTESTING THE SAME BY THE SAID W.W.O'BRIEN AS ASST. SECRETARY.
WITNESS MY HAND AND SEAL AT OFFICE IN CHICAGO ILLINOIS, THIS 22ND DAY OF OCTOBER 1935.
MY COMMISSION EXPIRES APRIL 2, 1938 (SEAL) GORDON T. SHEARER, NOTARY PUBLIC

STATE OF ILLINOIS, COOK COUNTY..... PERSONALLY APPEARED BEFORE ME GORDON T. SHEARER A NOTARY PUBLIC IN AND FOR THE SAID STATE AND COUNTY, THE WITHIN NAMED JOHN BAXTER THE BARGAINOR WITH WHOM I AM PERSONALLY ACQUAINTED AND WHO ACKNOWLEDGED THAT HE AS EXECUTOR AND TRUSTEE UNDER THE WILL OF JOANNA E. BAXTER EXECUTED THE WITHIN INSTRUMENT FOR THE PURPOSES THERE IN CONTAINED.
WITNESS MY HAND AND OFFICIAL SEAL AT CHICAGO ILLINOIS, THIS 22ND DAY OF OCTOBER, 1935.
MY COMMISSION EXPIRES APRIL 2, 1938 (SEAL) GORDON T. SHEARER, NOTARY PUBLIC

U.S.R.S. $.50¢
RECEIVED AUGUST 25TH 1939 AT 2;35 P.M.

44170 MARSHALL & BRUCE CO. NASHVILLE

INSTALLMENT DEED

1116

FOR AND IN CONSIDERATION of the sum of FIVE HUNDRED ($500.00) - - - - - - - - - - - DOLLARS

of which ONE HUNDRED SIXTY SIX ($166.00) - - - - - - - - - - - - - - - DOLLARS has been paid in cash by JAMES C. R. MELVIN AND MARGARET JACKSON MELVIN the receipt of which is hereby acknowledged, and for the remainder THREE HUNDRED THIRTY FOUR ($334.00) - - - - - - - - - - - - - - - - - - DOLLARS the said JAMES C. R. MELVIN AND MARGARET JACKSON MELVIN HAVE EXECUTED THEIR TWO JOINT NOTES IN THE AMOUNT OF ONE HUNDRED SIXTY SEVEN ($167.00) DOLLARS EACH AND DUE ONE YEAR AND TWO YEARS AFTER DATE RESPECTIVELY. INTEREST ON ALL NOTES PAYABLE ANNUALLY, ALL OF SAID NOTES BEARING SIX PER CENT INTEREST FROM DATE, 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, JESSIE B. JACKSON AND HUSBAND, J. B. JACKSON HAVE THIS DAY BARGAINED AND SOLD, AND DO HEREBY TRANSFER AND CONVEY UNTO THE SAID JAMES C. R. MELVIN AND MARGARET JACKSON MELVIN, THEIR HEIRS AND ASSIGNS, CERTAIN REAL ESTATE IN DAVIDSON COUNTY, TENNESSEE, AS FOLLOWS:

LAND IN THE TENTH, FORMERLY THE TWENTY SECOND, CIVIL DISTRICT OF DAVIDSON COUNTY, TENNESSEE, AND BEING A PART OF THE SOUTHERLY 25 ACRES OF TRACT NO. 5, AS SHOWN ON THE MAP OF THE DIVISION OF THE HEIRS OF MARY KYLE DALE, ET AL AS OF RECORD IN BOOK 547, PAGE 67, OF THE REGISTER'S OFFICE FOR SAID COUNTY, SAID PART OF LOT NO. 5 BEING A PART OF TRACT NO. 2 AS SHOWN ON THE MAP OF THE K. J. MORRIS LANDS AS OF RECORD IN BOOK 57, PAGE 49, SAID REGISTER'S OFFICE, AND DESCRIBED ACCORDING TO A SURVEY MADE BY BLANCHARD AND PARRISH, ENGINEERS, AS FOLLOW:

TRACT NO. 1: BEGINNING AT A SPIKE IN THE CENTER OF THE OLD HICKORY BOULEVARD SAID SPIKE BEING SOUTH 68 DEGREES, 10 MINUTES EAST 771.5 FEET, MORE OR LESS, FROM THE ORIGINAL WEST BOUNDARY LINE OF SAID TRACT NO. 5, AND SAID TRACT NO. 2 ABOVE REFERRED; TO, THENCE LEAVING SAID BOULEVARD NORTH 1 DEGREE 40 MINUTES EAST, 401 FEET TO A POINT 719 FEET EAST OF THE NORTHWEST CORNER OF SAID 25 ACRE TRACT; ~~THENCE 719 FEET EAST OF THE NORTHWEST CORNER OF SAID 25 ACRE TRACT;~~ THENCE WITH THE ORIGINAL NORTH LINE OF SAID 25 ACRE TRACT SOUTH 86 DEGREES .05 MINUTES EAST 201 FEET TO A POINT 58 FEET WEST OF THE WEST BOUNDARY LINE ON AN 80 ACRE TRACT, CONVEYED TO DILLARD Y. DALE, ET AL, OF RECORD IN BOOK 424, PAGE 588, SAID REGISTER'S OFFICE; THENCE SOUTH ~~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~~ 1 DEGREE 40 MINUTES WEST 468 FEET TO A SPIKE IN THE CENTER OF OLD HICKORY BOULEVARD; THENCE WITH THE CENTER OF OLD HICKORY BOULEVARD NORTH 68 DEGREES 10 MINUTES WEST 206 FEET, MORE OR LESS; ~~TO THE POINT OF BEGINNING~~ CONTAINING TWO ACRES, MORE OR LESS. ~~And this day bargained and sold, and do hereby transfer and convey, unto the said~~ BEING PART OF THE SAME PROPERTY CONVEYED TO JESSIE B. JACKSON BY DEED FROM LOUISE SUMMERS AND HUSBAND, OF RECORD IN BOOK 1031, PAGE 586 SAID REGISTER'S OFFICE, DAVIDSON COUNTY, TENN. ~~heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:~~ AND IT IS EXPRESSLY COVENANTED AND AGREED BY AND BETWEEN THE SAID JESSIE B. JACKSON AND HUSBAND, J. B. JACKSON AND THE SAID GRANTEES AS FOLLOWS: FIRST: THAT NO RESIDENCE OR DWELLING HOUSE SHALL BE ERECTED OR KEPT ON SAID LOT THAT SHALL COST LESS THAN THE SUM OF THIRTY FIVE HUNDRED ($3500.00) DOLLARS; SECOND: THAT NO SHOP STORE, FACTORY, SALOON OR BUSINESS HOUSE OF ANY KIND, NO HOSPITAL, ASYLUM OR INSTITUTION SHALL BE ERECTED AND MAINTAINED ON THE PREMISES HEREBY AGREED TO BE CONVEYED BUT THE SAID PREMISES SHALL BE OCCUPIED AND USED FOR RESIDENCE PURPOSES ONLY, AND NOT OTHERWISE. THIRD: THAT NEITHER THE PREMISES NOR ANY PART THEREOF SHALL BE SOLD, ALIENATED, CONVEYED OR DEVISED TO ANY PERSON OR PERSONS OF AFRICAN BLOOD OR DESCENT, AND THAT NO PERSON OR PERSONS 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 SAID PREMISES IN THE CAPACITY OF SERVANTS. THE FOREGOING THREE STIPULATIONS, COVENANTS AND CONDITIONS ARE AND SHALL BE BINDING AND OBLIGATORY UPON, AND SHALL BE OBSERVED BY THE SAID GRANTEE, AND HEIRS, DEVISEES, SUCCESSORS AND ASSIGNS UNTIL TWENTY YEARS FROM DATE HEREOF, AND IT IS EXPRESSLY AGREED THAT ALL AND EVERY OF SAID STIPULATIONS, COVENANTS AND CONDITIONS SHALL ATTACH TO AND RUN WITH THE LAND, AND SHALL BE BINDING AND OBLIGATORY UPON ALL AND EVERY PERSON OR PERSONS WHO MAY NOW OR HEREAFTER OWN, POSSESS, OCCUPY OR USE SAID PREMISES OR ANY PART THEREOF OR ANY BUILDING OR STRUCTURE THEREON, UNDER ANY TENURE WHATSOEVER.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said JAMES C. R. MELVIN AND MARGARET JACKSON MELVIN, 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.

WE further covenant and bind OURSELVES, OUR heirs and representatives, to warrant and forever defend the title to said real estate to said JAMES C. R. MELVIN AND MARGARET JACKSON MELVIN, 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 -, the said JAMES C. R. MELVIN AND MARGARET JACKSON MELVIN do hereby transfer and convey unto W. F. TEASLEY , 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.