WE , the said H. D. SLATON AND WIFE, MRS. GANIA SLATON , 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 $ 2500.00 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 H. D. SLATON AND WIFE, MRS. GANIA SLATON , 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 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 H. D. SLATON AND WIFE, MRS. GANIA SLATON, 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. ROSS CHESIRE, JR 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 R. W. COX AND WIFE, MRS. ANNIE LOUISE COX

and H. D. SLATON AND WIFE, MRS. GANIA SLATON , hereunto set our hands

at NASHVILLE , Tennessee, this the 31ST day of AUG ,19 39

R. W. COX
MRS. ANNIE LOUISE COX
H. D. SLATON
MRS. GANIA SLATON

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, JOE L. JENKINS , a Notary Public in and for said County and State, the within named R. W. COX AND WIFE, MRS. ANNIE LOUISE COX AND H. D. SLATON AND WIFE, MRS. GANIA SLATON 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 , 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 31ST day of AUGUST ,19 39.

My commission expires JUNE 24, 1943 (Seal) JOE L. JENKINS Notary Public.

U.S.R.S. $6.50

REC'D SEPT 1, 1939 AT 8;1 0 A.M.
TP

41178 MARSHALL & BRUCE CO. NASHVILLE

J.A.E.

INSTALLMENT DEED

1116

FOR AND IN CONSIDERATION of the sum of TWO THOUSAND SIX HUNDRED FIFTY AND NO/100/ ($2,650.00) DOLLARS

of which THREE HUNDRED - - - - - - - - - - - - - - - - - DOLLARS has been paid in cash by ROBERT H. CUDE AND WIFE, WILMA CUDE , the receipt of which is hereby acknowledged, and for the remainder OF TWO THOUSAND THREE HUNDRED FIFTY AND NO/100 ($2,350.00) - - - - - - - - - DOLLARS the said ROBERT H. CUDE AND WIFE, WILMA CUDE HAVEEXECUTED THEIR NINETY FOUR (94) JOINT PROMISSORY NOTES OF EVEN DATE HEREWITH IN THE SUM OF $25.00 EACH, THE FIRST OF WHICH MATURES ONE MONTH AFTER DATE, AND ONE EACH SUCCEEDING MONTH THEREAFTER UNTIL ALL ARE PAID, ALL OF SAID NOTES ARE PAYABLE TO THE ORDER OF W. C. MONCRIEF & COMPANY, INC.

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

W. C. MONCRIEF & COMPANY, INC. A TENNESSEE CORPORATION,

have this day bargained and sold, and do hereby transfer and convey, unto the said ROBERT H. CUDE AND WIFE, WILMA CUDE THEIR heirs and assigns, certain real estate in Davidson County, Tennessee. as follows:

BEING LOTS NOS. 54 AND 55 IN THE MONCRIEF SUBDIVISION OF THE ALLEN MATHES' LANDS IN GOODLETTSVILLE.

SAID LOTS NOS. 54 AND 55 FRONT TOGETHER 200 FEET ON THE EAST MARGIN OF MONCRIEF AVENUE AND SAID LOT NO. 54 RUNS BACK 538 FEET ON ITS NORTH LINE AND 544 FEET ON ITS SOUTH LINE AND SHOWS 100 FEET ON THE BACK LINE; SAID LOT NO. 55 RUNS BACK 544 FEET ON ITS NORTH LINE AND MEASURES 550 FEET ON ITS SOUTH LINE AND SHOWS 100 FEET ON THE BACK LINE.

BEING PART OF THE SAME PROPERTY CONVEYED TO W. C. MONCRIEF & COMPANY, INC. BY DEED OF RECORD IN BOOK - - - PAGE - - REGISTER'S OFFICE OF DAVIDSON COUNTY, TENNESSEE.

THAT SAID PROPERTY IS CONVEYED SUBJECT TO THE FOLLOWING RESTRICTIONS AND COVENANTS.

1. THAT SAID PROPERTY OR ANY ½ART THEREOF SHALL NOT BE SOLD TO NOR OCCUPIED AS OWNERS OR TENANTS BY ANY PERSON OF AFRICAN BLOOD OR DESCENT. 2. THAT NO RESIDENCE SHALL BE BUILT ON SAID PROPERTY COSTING LESS THAN $1,500.00 BUT THIS SHALL NOT APPLY TO OUTBUILDINGS, GARAGES ETC. 3. THAT NO NUISANCE SHALL BE MAINTAINED ORPERMITTED ON SAID PREMISES.

THE ABOVE COVENANTS SHALL RUN WITH THE LAND AND SHALL BE BINDING UPON ALL SUBSEQUENT OWNERS AND ENFORCIBLE BY THE PARTIES OF THE FIRST PART AND ALL SUBSEQUENT OWNERS OF THE PROPERTY.

I declare that I am the true and lawful holder of the within instrument which was executed by the within named bargainor to me and delivered to me on the date therein mentioned, and hereby acknowledge the same to be a full and complete payment and discharge of the same. Witness my hand this ___ day of ___ 19__

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said ROBERT H. CUDE AND WIFE, WILMA CUDE, THEIR heirs and assigns, forever, IT covenant 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 covenant and binds ITSELF, ITS SUCCESSORS AND ASSIGNS ~~and representatives~~, to warrant and forever defend the title to said real estate to said ROBERT H. CUDE AND WIFE, WILMA CUDE, 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 ROBERT H. CUDE AND WIFE, WILMA CUDE do hereby transfer and convey unto W. C. MONCRIEF , 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.