WE , the said BEULAH BLACK AND HUSBAND, L. A. BLACK , 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 herein, the same to bear interest from the date of such payment.

Now, if WE , the said BEULAH BLACK AND HUSBAND, L. A. BLACK , 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 BEULAH BLACK, HER 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 RUFUS GANN, 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 DR. THOMAS MOORE, EXECUTOR AND JAMES N. COX ET UX MARY COX, HEREUNTO SET OUR HANDS AT COOKEVILLE, TENNESSEE, and BEULAH BLACK AND HUSBAND, L. A. BLACK, hereunto set our hands at NASHVILLE , Tennessee, this the 10TH day of APRIL, , 1941.

DR. THOMAS MOORE, EXR.
EXECUTOR UNDER THE WILL OF LORIN B. PENNOCK, DECEASED.
JAMES N. COX
MARY COX
BEULAH BLACK
L. A. BLACK

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, H. G. GARRETT, , a Notary Public in and for said County and State, the within named BEULAH BLACK AND HUSBAND L. A. BLACK, 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 X husband , the said X , acknowledged the execution of the said instrument to have been done by 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 22ND day of APRIL, 1941.

My commission expires JULY 6, 1941.

(Seal) H. G. GARRETT,
Notary Public.

STATE OF TENNESSEE, ~~XXXXXXXX~~ COUNTY. OF PUTNAM

Personally appeared before me, FRED L. MOORE, , a Notary Public in and for said County and State, the within named DR. THOMAS MOORE, EXECUTOR UNDER THE WILL OF LORIN B. PENNOCK, JAMES N. COX AND WIFE, MARY COX, 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 X husband , the said X , acknowledged the execution of the said instrument to have been done by freely, voluntarily, and understandingly, without compulsion or constraint from said husband , and for the purposes therein expressed.

Witness my hand and official seal at COOKEVILLE, Tennessee, this 12 day of APRIL, 1941.

My commission expires APRIL 6, 1942.

(Seal) FRED L. MOORE
Notary Public.

U.S.R.S. $0.55

RECEIVED APRIL 22, 1941, AT 3:20 P.M.

CARRIE M. CAMPBELL,
TO
NUMBER 58455 RECORDED APRIL 29TH, 1941 FRANK FOLEY ET UX.

EAST MARSHALL & BRUCE CO. NASHVILLE

INSTALLMENT DEED

Book No. 1172

FOR AND IN CONSIDERATION of the sum of SEVEN HUNDRED FIFTY AND NO/100THS ($750.00) DOLLARS of which ONE HUNDRED FIFTY AND NO/100 THS ($150.00) DOLLARS has been paid in cash by FRANK FOLEY AND WIFE REBA FOLEY, , the receipt of which is hereby acknowledged, and for the remainder SIX HUNDRED AND NO/100THS ($600.00) DOLLARS the said FRANK FOLEY AND WIFE REBA FOLEY, HAVE THIS DAY EXECUTED THEIR TWENTY ONE (21) LIEN PROMISSORY NOTES OF EVEN DATE HEREWITH, PAYABLE TO THE ORDER OF CARRIE M. CAMPBELL DUE AND PAYABLE MONTHLY BEGINNING APRIL 3, 1941, AND ONE MONTHLY AND CONSECUTIVELY THEREAFTER UNTIL ALL HAVE BEENPAID. TWENTY (20) OF SAID NOTES ARE FOR TWENTY -FIVE AND NO/100THS DOLLARS ($25.00) EACH, AND ONE (BEING NOTE # 3) IS FOR ONE HUNDRED AND NO/100THS DOLLARS ($100.00). INTEREST AT THE RATE OF SIX (6) PER CENT HAS BEEN ADDED INTO THE FACE OF EACH NOTE;

BOOK NO 3467 501
R.O.D.C., TENN.

MATURITY

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 I, CARRIE M. CAMPBELL, UNMARRIED (BY HER ATTORNEY IN FACT FRANK L. ROSS SR. SAID POWER OF ATTORNEY RECORDED IN BOOK 1149, PAGE 209, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE) have this day bargained and sold, and do hereby transfer and convey, unto the said FRANK FOLEY AND WIFE REBA FOLEY, THEIR, heirs and assigns, certain real estate in Davidson County, Tennessee. as follows: LAND IN THE 3RD FORMERLY THE 18TH CIVIL DISTRICT OF DAVIDSON COUNTY, TENNESSEE DESCRIBED AS FOLLOWS;

BEGINNING ON THE NORTHERLY MARGIN OF THE LEBANON ROAD, AT THE SOUTHWEST CORNER OF THE J.B. POWELL TRACT; THENCE WITH THE NORTHERLY MARGIN OF SAID ROAD, SOUTH 78° 10' WEST 100 FEET; THENCE NORTH 2° 15' EAST 300 FEET; THENCE NORTH 78° 10' EAST 100 FEET TO THE WESTERLY LINE OF SAID POWELL TRACT; THENCE WITH SAID LINE SOUTH 2° 15' WEST 300 FEET TO THE BEGINNING.

SAID PROPERTY WAS VESTED IN MISS CARRIE M. CAMPBELL BY PARTITION DEED OF RECORD IN BOOK 55, PAGE 300, REGISTER'S OFFICE FOR SAID COUNTY, AND BY WILL OF SARAH B. CAMPBELL DECEASED, OF RECORD IN WILL BOOK 43, PAGE 415, COUNTY COURT FOR SAID COUNTY.

THE FOLLOWING RESTRICTIVE COVENANTS SHALL BE BINDING UPON THE GRANTEES, THEIR HEIRS AND ASSIGNS, FOR A PERIOD OF TEN (10) YEARS FROM MARCH 3, 1941.
(1) THE PROPERTY HEREINABOVE SET OUT SHALL BE USED FOR RESIDENTIAL PURPOSES ONLY AND NO SHOP OR BUSINESS OF ANY KIND SHALL BE ERECTED THEREON.
(2) THE PROPERTY HEREINABOVE SET OUT SHALL NOT BE LEASED OR SOLD TO A PERSON OR PERSONS OF AFRICAN BLOOD OR DESCENT. THIS DOES NOT PRECLUDE SUCH PERSONS FROM RESIDING ON SAID PROPERTY 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 FRANK FOLEY AND WIFE REBA FOLEY, heirs and assigns, forever, I covenant that I AM lawfully seized and possessed of said real estate in fee simple, have good right to convey it, and that the same is unencumbered.

I further covenant and bind MYSELF MY heirs and representatives, to warrant and forever defend the title to said real estate to said FRANK FOLEY AND WIFE REBA FOLEY, 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 FRANK FOLEY AND WIFE REBA FOLEY do hereby transfer and convey unto J.M. WHITSITT, , 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.