WE, , the said C.W. AMIS AND WIFE ORLEAN G. AMIS, , 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 C.W. AMIS AND WIFE ORLEAN G. AMIS, , shall pay the notes aforesaid when due, according to ~~their~~ ITS 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, OR 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 C.W. AMIS AND WIFE ORLEAN G. AMIS, 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.C. DALE 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 REBER BOULT, RECEIVER OF SOUTHERN LUMBER & MFG. CO. INC and C.W. AMIS AND WIFE ORLEAN G. AMIS, , hereunto set our hands at NASHVILLE , Tennessee, this the 10TH day of OCTOBER , 19 41

REBER BOULT,
RECEIVER OF SOUTHERN LUMBER & MFG. CO. INC.
CHARLES W. AMIS
ORLEAN G. AMIS,

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, ---- , a Notary Public in and for said County and State, the within named REBER BOULT, RECEIVER OF SOUTHERN LUMBER & MFG. CO. INC, AND C.W. AMIS AND WIFE ORLEAN G. AMIS, the bargainors, with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

~~And~~ having appeared before me privately and apart from ~~her~~ husband, the said , 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 13TH day of OCTOBER 19 41.

My commission expires OCT. 10, 1944. CHAS. C. TRIBUE JR. (Seal) Notary Public.

U.S.R.S. $ 7.70
RECEIVED OCT. 14TH 1941 AT 11;35 A.M.

L. C.

INSTALLMENT DEED

Book No. 1212

FOR AND IN CONSIDERATION of the sum of ($3[illegible]0.00) THREE HUNDRED [illegible] DOLLARS of which ($[illegible]0.00) [illegible] DOLLARS has been paid in cash by C.E. HOOD AND WIFE FRANCES HOOD, , the receipt of which is hereby acknowledged, and for the remainder ($2[illegible].00) TWO HUNDRED [illegible] DOLLARS the said C.E. HOOD AND WIFE FRANCES HOOD, HAVE EXECUTED THEIR TWENTY SIX (26) JOINT PROMISSORY NOTES OF EVEN DATE HEREWITH IN THE SUM OF TEN DOLLARS ($10.00) EACH SAID NOTES ARE PAYABLE TO THE ORDER OF CITIZENS REALTY COMPANY; THE FIRST NOTE FALLING DUE OCTOBER FIFTEENTH 1941, AND THE OTHERS EACH MONTH THEREAFTER UNTIL ALL ARE PAID.

I declare that I am the true and lawful holder of the claim secured by the instrument within recorded and have full authority to enforce the same and discharge of the lien to secure the same in full. This 27 day of Oct. 1947.

Attest: J. C. Dale Jr.
DEPUTY REGISTER

JULY 1ST, 1941.

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 CITIZENS REALTY COMPANY A CORPORATION ORGANIZED UNDER THE LAWS OF THE STATE OF TENNESSEE. HAS have this day bargained and sold, and do hereby transfer and convey, unto the said C.E. HOOD AND WIFE FRANCES HOOD THEIR, heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

BEING LOT NO.16 SECTION FF ON THE PLAN OF FAIRVIEW NOT OF RECORD DESCRIBED ACCORDING TO A SURVEY MADE BY BLANCHARD AND PARRISH, SURVEYORS, AS FOLLOWS; SAID LOT NO.16 FRONTS 133.4 FEET ON THE EASTERLY SIDE OF MILFORD ROAD AND RUNS BACK IN DEPTH 250.45 FEET ON THE SOUTHERLY LINE AND 250 FEET ON THE NORTHERLY LINE TO A DEAD LINE MEASURING 118.2 FEET THEREON THE SOUTHERLY LINE OF SAID LOT BEING THE NORTHERLY-BOUNDARY LINE OF WEST HAMILTON ROAD. BEING PART OF THE PROPERTY CONVEYED TO CITIZENS REALTY COMPANY BY DEED FROM CUMBERLAND DEVELOPMENT COMPANY OF RECORD IN BOOK 1086, PAGE 628, REGISTER'S OFFICE FOR SAID COUNTY.

AND FOR THE CONSIDERATION AFORESAID, IT IS AGREED THAT THE FOLLOWING RESTRICTIVE COVENANTS SHALL RUN WITH SAID LAND AND BE BINDING ON THE GRANTEES AND ALL SUBSEQUENT OWNERS THEREOF UNTIL THE FIRST DAY OF JANUARY, 1962, TO-WIT:

FIRST: THAT SAID LAND SHALL BE USED FOR RESIDENCE PURPOSES ONLY AND NO RESIDENCE SHALL BE ERECTED ON SAID LAND COSTING LESS THAN TWO THOUSAND ($2000.00) DOLLARS AT A REASONABLE ESTIMATE.

SECOND: THAT THE MAIN WALL OF SUCH RESIDENCE SHALL SET BACK NOT LESS THAN FIFTY FEET FROM THE STREET LINE, BUT THIS COVENANT SHALL NOT BE CONSTRUED AS PROHIBITING THE PLACEMENT OF STEPS, BAY WINDOWS, PORTICOS, OR SUCH PROJECTIONS WITHIN THE SET-BACK LINE.

THIRD: THAT ALL SEWERAGE SHALL BE DISPOSED OF IN SEPTIC TANKS BUILT ACCORDING TO SPECIFICATIONS APPROVED BY THE CITY OF NASHVILLE.

FOURTH: THAT NO PERSON OF AFRICAN BLOOD OR DESCENT SHALL ACQUIRE TITLE TO SAID LAND IN FEE OR AS LESSEE OR OTHERWISE, BUT THIS COVENANT DOES NOT PRECLUDE OR PROHIBIT PERSONS OF AFRICAN BLOOD OR DESCENT FROM LIVING ON SAID PROPERTY IN THE CAPACITY OF SERVANTS OF OWNERS THEREOF.

FIFTH: THAT NO SPIRITOUS LIQUORS OF ANY KIND OR CHARACTER SHALL BE SOLD ON SAID PREMISES, AND NO GAMBLING HOUSE, OR ANY HOUSE FOR IMMORAL PURPOSES, OR FOR THE MAINTENANCE OF ANY NUISANCE WHATSOEVER, SHALL BE PERMITTED THEREON.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said C.E.HOOD AND WIFE, FRANCES HOOD, THEIR heirs and assigns, forever, CITIZENS REALTY CO. DOES 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.

CITIZENS REALTY CO. DO further covenant and bind ITSELF, ITS SUCCESSORS, ~~heirs and representatives~~, to warrant and forever defend the title to said real estate to said C.E.HOOD AND WIFE, FRANCES HOOD, 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 C.E.HOOD AND WIFE, FRANCES HOOD, do hereby transfer and convey unto WILLIAM O.LEE, 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.