WE , the said DOCK OWEN AND WIFE, MATTIE LUE OWEN , 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 $ INSURABLE VALUE 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 DOCK OWEN AND WIFE, MATTIE LUE OWEN , 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 DOCK OWEN AND WIFE, MATTIE LUE OWEN, 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 C. HOOBRILEY, 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 DOCK OWEN AND WIFE, MATTIE LUE OWEN,

and MADGE A. PHILLIPS FORMERLY MRS. M. ROYL, A WIDOW , hereunto set our hands

at NASHVILLE , Tennessee, this the 5TH day of MAY , 19 42.

MADGE A. PHILLIPS
DOCK ~~ALLEN~~ Owen
MATTIE LUE OWEN

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, MARVIN K. BARRY , a Notary Public in and for said County and State, the within named MADGE A. PHILLIPS A WIDOW, DOCK OWEN AND WIFE, MATTIE LUE OWEN

the bargainor , with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And , of the said

X

having appeared before me privately and apart from husband , the said

X

, acknowledged the execution of the said instrument to have

X

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 5TH day of MAY 19 42.

My commission expires 1-7-46

(Seal) MARVIN K. BARRY
Notary Public.

U.S.R.S. $1.10

REC'D MAY 11, 1942 AT 12:41 P.M.

E. M.

INSTALLMENT DEED

Book No. 1235

FOR AND IN CONSIDERATION of the sum of ($2338.00) TWO THOUSAND THREE HUNDRED THIRTY-/ DOLLARS

of which ($300.00) THREE HUNDRED AND NO/100 DOLLARS has been paid in cash by

LOUIS HODY AND WIFE, ROBBIE YOUNG HODY , the receipt of which is hereby acknowledged, and for the remainder

($2038.0) TWO THOUSAND THIRTY-EIGHT AND NO/100 DOLLARS

the said LOUIS HODY AND WIFE, ROBBIE YOUNG YODY HAVE EXECUTED THEIR SEVENTY-TWO (72) JOINT PROMISSORY NOTES OF EVEN DATE HEREWITH, THE FIRST FORTY-EIGHT (48) NOTES ARE IN THE SUM OF FIFTEEN DOLLARS ($15.00) EACH, THE NEXT TWENTY-THREE (23) NOTES ARE IN THE SUM OF FIFTY-FOUR DOLLARS AND NINETY-ONE CENTS ($54.91) EACH AND THE SEVENTY-SECOND (72) NOTE OR LAST NOTE IS IN THE SUM OF FIFTY-FIVE DOLLARS AND SEVEN CENTS ($55.07), SAID NOTES ARE PAYABLE TO THE ORDER OF CITIZENS REALTY COMPANY; THE FIRST NOTE FALLING DUE JUNE ELEVENTH 1942 AND THE OTHERS EACH MONTH THEREAFTER UNTIL ALL ARE PAID.

MAY 11TH, 1942

and a lien note bearing six per cent interest from date, and providing for payment of attorney's fees; and to secure the payment of said notes, principal, 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

by this day bargained and sold, and do hereby transfer and convey, unto the said LOUIS HODY AND WIFE, ROBBIE YOUNG HODY, THEIR heirs and assigns,

the following real estate in Davidson County, Tennessee, as follows:

BEING ALL OF TRACT NO. 10 ON THE PLAN OF FAIRVIEW SUBDIVISION, OF RECORD IN PLAN BOOK 974 PAGE 41, IN THE REGISTER'S OFFICE OF DAVIDSON COUNTY, TENNESSEE; SAID REAL ESTATE IS SITUATED IN THE 13TH CIVIL DISTRICT OF DAVIDSON COUNTY, TENNESSEE, AND CONTAINS 13.36 ACRES MORE OR LESS. ACCORDING TO A SURVEY BY BLANCHARD AND PARRISH, SURVEYORS, NASHVILLE, TENNESSEE.
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 ALL BUILDINGS ERECTED OR PLACED UPON SAID PREMISES SHALL BE PLACED AND SET BACK NOT LESS THAN FIFTY FEET FROM STREET LINE OF WEST HAMILTON ROAD AND NOT LESS THAN THIRTY FEET FROM STREET LINE OF HIGHWAY #112, BUT THIS COVENANT SHALL NOT BE CONSTRUED AS PROHIBITING THE PLACEMENT OF STEPS, BAY WINDOWS, PORTICOS, OR SUCH PROJECTION WITHIN THE SET-BACK LINE.
SECOND: THAT THERE SHALL NOT BE ERECTED UPON ANY PORTION OF SAID PREMISES ANY RESIDENCE COSTING LESS THAN TWO THOUSAND ($2,000.00) DOLLARS FACING WEST HAMILTON ROAD AND THREE THOUSAND ($3,000.00) DOLLARS FACING HIGHWAY #112; LOTS FACING HIGHWAY #112, MAY BE USED AND BINDINGS CONSTRUCTED FOR BUSINESS AS WELL AS FOR RESIDENTIAL PURPOSES.
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 LOUIS HODY AND WIFE, ROBBIE YOUNG HODY, 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 LOUIS HODY AND WIFE, ROBBIE YOUNG HODY, 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 LOUIS HODY AND WIFE, ROBBIE YOUNG HODY

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.