WE , the said V.L. CROUCH AND WIFE, LUCILLE GRIFFITH CROUCH , 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 $ 2200.00 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 V.L.CROUCH AND WIFE, LUCILLE GRIFFITH CROUCH , 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 V.L. CROUCH AND WIFE, LUCILLE GRIFFITH CROUCH, 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 L.M.NELSON 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 MALCOLM CLARK AND WIFE LILLIE CLARK

and V. L. CROUCH AND WIFE, LUCILLE GRIFFITH CROUCH , hereunto set our hands

at NASHVILLE , Tennessee, this the 6TH day of JULY , 19 44.

MALCOLM CLARK
LILLIE CLARK
VIRGIL L. CROUCH
LUCILLE GRIFFITH CROUCH

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, LOUISE EDWARDS , a Notary Public in and for said County and State, the within named MALCOLM CLARK AND WIFE, LILLIE CLARK AND V.L. CROUCH AND WIFE, LUCILLE GRIFFITH CROUCH 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 X privately and apart from husband , the said X , 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 12TH day of JULY 1944.

My commission expires JULY 8, 1947

(Seal) LOUISE EDWARDS
Notary Public.

U.S.R.S.33.30

RECD JULY 14, 1944 AT 8:22 A.M.

CM

NUMBER 8852 RECORDED JULY 15, 1944 GUARANTY TITLE TR CO TO R.D. SUMNER ET UX

INSTALLMENT DEED

Book No. 1296

FOR AND IN CONSIDERATION of the sum of ($2000.00) TWO THOUSAND AND NO/100 --- DOLLARS of which ($500.00)FIVE HUNDRED AND NO/100 DOLLARS has been paid in cash by the said R.D. SUMNER AND WIFE EDITH WASSOM SUMNER , the receipt of which is hereby acknowledged, and for the remainder ($1500.00) FIFTEEN HUNDRED AND NO/100 DOLLARS the said R.D. SUMNER AND WIFE, EDITH WASSOM SUMNER HAVE EXECUTED ONE NOTE IN THE SUM OF FIFTEEN HUNDRED ($1500.00) AND NO/100 DOLLARS, DATED JUNE 30TH, 1944 AND PAYABLE TO THE ORDER OF THE GUARANTY TITLE TRUST COMPANY.

SAID NOTE IS PAYABLE IN THIRTY INSTALLMENTS, FALLING DUE MONTHLY, IN THE SUM OF FIFTY DOLLARS EA CH, THE FIRST INSTALLMENT FALLS DUE ON OR BEFORE JULY 30TH 1944 AND THE OTHERS ON THE 30TH OF EACH MONTH THEREAFTER UNTIL ALL HAVE BEEN PAID.

ALL OF SAID NOTES BEARING SIX PER CENT PER INTEREST FROM DATE,AND PROVIDING FOR PAYMENT OF ATTORNEY'S FEES, AND TO SECURE THE PAYMENT OF SAID NOTES, PRINCIPAL AND INTEREST, AND INTEREST, AND ATTORNEY FEES, A LIEN IS EXPRESSLY RETAINED ON THE LAND HEREIN CONVEYED,THE GUARANTY TITLE TRUST COMPANY,A CORPORATION,DULY ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF TENNESSEE, HAVE THIS DAY BARGAINED AND SOLD, AND DO HEREBY TRANSFER AND CONVEY UNTO THE SAID R.D. SUMNER AND WIFE EDITH WASSOM SUMNER,THEIR HEIRS AND ASSIGNS, CERTAIN REAL ESTATE IN DAVIDSON COUNTY, TENNESSEE, AS FOLLOWS:

BEING LOTS NOS.45,46 AND 47 ON THE MAP OF WALLACE'S SUB IVISION,NOT OF RECORD, DESCRIBED ACCORDING TO A SURVEY MADE BY Z.J.WILKINSON,SURVEYOR, OCTOBER 6, 1941,AS FOLLOWS:

BEGINNING ON THE WESTERLY MARGIN OF VAIL AVENUE AT THE NORTHEAST CORNER OF LOT NO.44;THENCE WITH SAID AVENUE, NORTHWARDLY 325 FEET TO THE CORNER OF LOTS NOS.47 AND 48;THENCE WITH THE LINE BETWEEN SAID TWO LOTS, WESTWARDLY 216 FEET TO THE COMMON CORNER OF LOTS NOS.38,39,47 AND 48;THENCE WITH THE EASTERLY LINE OF LOTS NOS.39 AND 40,SOUTHWARDLY 263 FEET TO THE NORTHERLY LINE OF THE BOX PROPERTY;THENCE WITH SAID LINE AND WITH THE NORTHERLY LINE OF LOTS NOS.43 AND 44, EASTWARDLY 279.5 FEET TO THE BEGINNING. BEING PART OF THE PROPERTY CONVEYED TO THE GUARANTY TITLE TRUST COMPANY BY DEED FROM MARGARET COMPTON WALLACE AND HUSBAND,OF RECORD IN BOOK 1246 PAGE 365,REGISTER'S OFFICE FOR SAID COUNTY.

THE WITHIN-DESCRIBED PROPERTY IS CONVEYED SUBJECT TO THE RESTRICTIONS SET OUT IN AN INSTRUMENT EXECUTED BY GRACE M.ESTES, ET AL, DATED JUNE 15, 1937, AND RECORDED IN BOOK 1049 PAGE 546,SAID REGISTER'S OFFICE, ALSO EASEMENT FOR PUBLIC UTILITY PURPOSES AS SHOWN ON THE UNRECORDED MAP OF WALLACE SUBDIVISION.

GRANTOR TO PAY ONE HALF 1944 TAXES, GRANTEE TO PAY OTHER HALF.

*(THE WITHIN DESCRIBED LOT IS TRANSFERRED SUBJECT TO THE FOLLOWING RESTRICTIONS, WHICH RUN WITH SAID LAND UNTIL JAN.1ST, 1984, AND SHALL BE BINDING ON THE PURCHASER OR PURCHASERS HIS HER OR THEIR HEIRS OR ASSIGNS

FIRST:THAT NO SHOP OR STORE, FACTORY,SALOON,BUSINESS HOUSE OF ANY KIND,NO HOSPITAL OR ASYLYM, OR INSTITUTION, SHALL BE ERECTED OR MAINTAINED ON THE PREMISES, BUT SAID PREMISES SHALL BE OCCUPIED AND USED FOR RESIDENCE PURPOSES ONLY AND NOT OTHERWISE.

SECOND:THAT NOT MORE THAN ONE RESIDENCE SHALL BE ERECTED ON ANY 100 FEET, AND MAINTAINED THEREON AT ANY ONE TIME. THIRD:THAT NO GARAGE OR OTHER BUILDINGS SHALL BE ERECTED ON ANY LOT FOR A TEMPORARY RESIDENCE, EXCEPT DURING THE CONSTRUCTION OF THE RESIDENCE OF THE OWNER OR OWNERS,WHICH CONSTRUCTION SHALL NOT EXCEED ONE YEAR FROM THE DATE OF THE BEGINNING. FOURTH:THAT THE SEWAGE FROM THE RESIDENCE AND THE OUT BUILDINGS ON THE PREMISES SHALL BE CONVEYED BY PIPE OR PIPES TO A SEPTIC TANK, CONSTRUCTED IN THE GROUND ON THE LOT,ACCORDING TO THE SPECIFICATIONS PRESCRIBED BY THE COUNTY OF DAVIDSON GOVERNING THE CONSTRUCTION OF SUCH SEPTIC TANK. FIFTH:THAT NO NUISANCE OF ANY KIND SHALL BE MAINTAINED OR ALLOWED ON THE PREMISES NOR ANY USE THEREOF MADE OR PERMITTED WHICH SHALL BE NOXIOUS OR DANGEROUS TO HEALTH. SIXTH:THAT NEITHER THE PREMISES NOR ANY PART THEREOF OF SAID LAND SHALL BE SOLD, ALIENED, CONVEYED OR DEVISED TO ANY PERSON OR PERSONS OF AFRICAN BLOOD SHALL OWN OR ACQUIRE TITLE TO THEREOF TO EITHER IN FEE OR OTHERWISE, OR AS TENANTS OR AS LESSEES,BUT THIS COVENANT DOES NOT PRECLUDE PERSONS OF AFRICAN BLOOD OR DESENT FROM LIVVING ON THE PREMISES IN THE CAPACITY OF SERVANTS. SEVENTH:THAT NO RESIDENCE COSTING LESS THAN $6000.00, EXCLUSIVE OF THE COSTS OUT BUILDINGS AND OTHER IMPROVEMENTS SHALL BE ERECTED OR MAINTAINED ON THE LOT HEREIN CONVEYED. EIGHTH: THAT NO RESIDENCE SHALL BE ERECTED OR MAINTAINED, ANY PART OF PORCH OR PROJECTION OF WHICH, EXCLUSIVE OF STEPS, IS OR SHALL BE WITHIN 75 FEET OF THE STREET ON WHICH THE SAID RESIDENCE FACES. ALSO THAT NO RESIDENCE OR GARAGE ATTACHED THERETO SHALL BE ERECTED OR MAINTAINED ANY PART OF PORCH OR PROJECTION OF WHICH, EXCLUSIVE OF STEPS, IS OR SHALL BE WITHIN 20 FEET OF A SIDE LINE OF PROPERTY OWNED BY ANOTHER OR OTHERS OR A STREET OR AVENUE RUNNING ALONG SIDE SAID PROPERTY.

**(STATE OF TENN COUNTY OF DAVIDSON:) CORP ACK FOR USE OF CORP ONLY

BEFORE ME, P.J.MURPHY, A NOTARY PUBLIC WITHIN AND FOR THE STATE AND COUNTY AFORESAID, PERSONALLY APPEARED PARKES ARMISTEAD AND MEREDITH E. FLAUTT WITH WHOM I AM PERSONALLY ACQUAINTED AND WHO UPON THEIR SEVERAL OATHS ACKNOWLEDGED THEMSELVES TO BE THE VICE PRESIDENT AND ASST.SECTY RESPECTIVELY OF THE GUARANTY TITLE TRUST CO THE WITHIN NAMED BARGAINOR, A CORPORATION,AND THAT HE THEY AS SUCH VICE PRES & AND ASST. SECTY BEING AUTHORIZED SO TO DO EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSE THEREIN CONTAINED BY SIGNING THE NAME OF THE CORPORATION BY THE SAID PARKES ARMISTEAD AS SUCH VICE PRES AND ATTESTING THE SAME BY THE SAID MEREDITH E. FLAUTT AS SUCH ASST. SECTY

WITNESS MY HAND AND OFFICIAL SEAL AT OFFICE AT NASHVILLE,TENN ON THIS THE 11 DAY OF JULY 1944.

COM. EXPIRES JAN 8, 1948 (SEAL) P.J. MURPHY, NOTARY PUBLIC

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said R.D.SUMNER AND WIFE EDITH WASSOM SUMNER heirs and assigns, forever, GUARANTY TITLE TRUST COMPANY 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.

GUARANTY TITLE TRUST COMPANY -- further covenant and bind ITSELF, IT ITS and representatives, to warrant and forever defend the title to said real estate to said R.D. SUMNER AND WIFE EDITH WASSOM SUMNER,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 ME in hand paid WE , the said R.D. SUMNER AND WIFE EDITH WASSOM SUMNER do hereby transfer and convey unto L.M.NELSON , 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.

Received and hereby acknowledge the satisfaction thereof and release of the claim secured by the instrument within the same, this 5 day of Dec 1945 The Guaranty Bank