WE , the said MERLE CARINO AND WIFE, ELIZABETH S. CARINO , 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 $ 400.00 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 MERLE CARINO AND WIFE, ELIZABETH S. CARINO , 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 MERLE CARINO AND WIFE, ELIZABETH S. CARINO, 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 A. J. LINX, 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 DOROTHY A. STANTON AND HUSBAND R. T. STANTON and MERLE CARINO AND WIFE ELIZABETH S. CARINO , hereunto set our hands at NASHVILLE , Tennessee, this the 13TH day of DECEMBER , 1944.

DOROTHY A. STANTON
R. T. STANTON

MERLE CARINO
ELIZABETH S. CARINO

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, JOE W. RIVES , a Notary Public in and for said County and State, the within named DOROTHY A. STANTON AND HUSBAND, R.T. STANTON AND MERLE CARINO AND WIFE ELIZABETH S. CARINO the bargainor S , 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 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 13 day of DECEMBER 1944.

My commission expires JULY 7, 1947

(Seal) JOE W. RIVES
Notary Public.

RECEIVED DECEMBER 14, 1944 AT 10:20 A.M. — USRS $2.75 - DG

NUMBER 17661 RECORDED DEC. 14, 1944.
NASHVILLE TRUST COMPANY, ADMINISTRATOR C.T.A. OF THOS.J.TYNE, DEC'D. TO H.C.HARTMAN ET UX.

INSTALLMENT DEED

Book No. 1305

FOR AND IN CONSIDERATION of the sum of SIX HUNDRED ($600.00) AND NO/100 - - - - - - - DOLLARS of which TWO HUNDRED ($200.00) AND NO/100 - - - - - - - - - - DOLLARS has been paid in cash by H.C.HARTMAN AND WIFE, LOU ELLYN HARTMAN , the receipt of which is hereby acknowledged, and for the remainder FOUR HUNDRED ($400.00) AND NO/100 - - - - - - - - - - - - - - - DOLLARS the said H.C.HARTMAN AND WIFE, LOU ELLYN HARTMAN

HAVE EXECUTED THEIR ONE JOINT PROMISSORY NOTE, OF EVEN DATE HEREWITH, FOR $400.00 PAYABLE IN TWENTY MONTHLY INSTALLMENTS OF $20.00 EACH COMMENCING JANUARY 6, 1945, WITH INTEREST ON SAID PRINCIPAL SUM FROM DATE HEREOF AT THE RATE OF 6% PER ANNUM, PAYABLE MONTHLY ON THE SIXTH DAY OF EACH MONTH; AND SAID NOTE IS PAYABLE TO THE ORDER OF NASHVILLE TRUST COMPANY, ADMINISTRATOR, .

Entered for Record this 7 day of Aug 1946
Catherine McFarland Register
By [illegible] D.C.

NASHVILLE TRUST CO.
By [illegible]
Asst. Vice Pres.

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

NASHVILLE TRUST COMPANY, ADMINISTRATOR C.T.A. OF THOMAS J.TYNE, DECEASED, OF RECORD IN FILE BOOK 52, PAGE 364, COUNTY COURT DAVIDSON COUNTY, TENNESSEE,

have this day bargained and sold, and do hereby transfer and convey, unto the said

H.C.HARTMAN AND WIFE, LOU ELLYN HARTMAN,

THEIR heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

LAND IN THE 7TH, FORMERLY THE 11TH, CIVIL DISTRICT OF SAID COUNTY, BEING PART OF LOT NO.13 ON THE PLAT OF THE CARTER AND KING LANDS, AS OF RECORD IN BOOK 57, PAGE 99, REGISTERS OFFICE FOR SAID COUNTY, BEING LOT NO.22 OF BLOCK "A" ON THE UNRECORDED SUBDIVISION OF TYNE MEADE, SECTION NO.2, DESCRIBED ACCORDING TO A SURVEY MADE BY Z.J.WILKINSON, SURVEYOR, AS FOLLOWS:

BEGINNING ON THE EASTERLY MARGIN OF LYNWOOD BOULEVARD AT THE CORNER OF LOTS NOS. 22 AND 23; THENCE WITH SAID BOULEVARD, NORTHWARDLY 100 FEET TO THE CORNER OF LOTS NOS. 21 AND 22; THENCE WITH THE LINE BETWEEN SAID TWO LOTS, EASTWARDLY 250 FEET; THENCE AT RIGHT ANGLES, SOUTHWARDLY 100 FEET TO THE CORNER OF LOTS NOS. 22 AND 23; THENCE WITH THE LINE BETWEEN SAID TWO LOTS, WESTWARDLY 250 FEET TO THE BEGINNING.

THIS CONVEYANCE IS MADE SUBJECT TO THE FOLLOWING RESTRICTIONS, WHICH SHALL BE COVENANTS RUNNING WITH THE LAND, BINDING ON THE GRANTEES, THEIR HEIRS AND ASSIGNS, FOR A PERIOD OF TWENTY YEARS FROM JANUARY 1, 1942.

(1) SAID LAND SHALL NOT BE SOLD, LEASED, OR CONVEYED TO PERSONS OF AFRICAN BLOOD OR DESCENT, OR OCCUPIED BY ANY SUCH PERSONS EXCEPT IN THE CAPACITY OF SERVANTS.

(2) NO RESIDENCE SHALL BE ERECTED ON SAID PROPERTY AT A COST OF LESS THAN $5000.00 AND NO HOUSE IS TO BE ERECTED ON A LOT WITH LESS THAN 100 FEET FRONTAGE.

(3) NO RESIDENCE SHALL BE ERECTED NEARER THAN SEVENTY-FIVE FEET FROM THE EAST MARGIN OF LYNWOOD BOULEVARD.

(4) SAID LAND SHALL BE USED EXCLUSIVELY FOR RESIDENTIAL PURPOSES.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said H.C.HARTMAN AND WIFE, LOU ELLYN HARTMAN, THEIR heirs and assigns, forever, NASHVILLE TRUST COMPANY, ADMINISTRATOR C.T.A. OF THOS.J.TYNE,DEC'D. 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.

NASHVILLE TRUST COMPANY, ADMINISTRATOR C.T.A. OF THOS.J.TYNE, DEC'D. further covenant and bind ITSELF, ITS SUCCESSORS heirs and representatives, to warrant and forever defend the title to said real estate to said H.C.HARTMAN AND WIFE, LOU ELLYN HARTMAN 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 H.C.HARTMAN AND WIFE, LOU ELLYN HARTMAN do hereby transfer and convey unto ALBERT H.THOMAS , 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.