WE , the said FRED T. GOODALL AND WIFE, EVELYN EVERETT GOODALL, , 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 $ 2750.00, FIRE WITH EXTENDED COVERAGE 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 FRED T. GOODALL AND WIFE, EVELYN EVERETT GOODALL , shall pay the notes aforesaid when due, according to the 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 of said notes or part thereof AND INTEREST THEREON ITS, promptly at maturity, or AND INTEREST THEREON 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, all of said 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 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 FRED T. GOODALL AND EVELYN EVERETT GOODALL, 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.A. NEWMAN 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 GEORGE W. WHITE, SIBYL S. WHITE, FRED T. GOODALL and EVELYN EVERETT GOODALL , hereunto set our hands at NASHVILLE , Tennessee, this the 27 day of SEPTEMBER , 1945.

GEORGE W. WHITE
SIBYL S. WHITE
FRED T. GOODALL
EVELYN EVERETT GOODALL

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, FRANCES BLACKBURN , a Notary Public in and for said County and State, the within named GEORGE W. WHITE AND WIFE, SIBYL S. WHITE , the bargainor S , with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And , of the said , the said husband, acknowledged the execution of the said instrument to be his free act and deed for the purposes therein expressed.

Witness my hand and official seal at Nashville, Tennessee, this 3RD day of OCTOBER 1945.

My commission expires 1-4-49

(Seal) FRANCES BLACKBURN
Notary Public.

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, FRANCES BLACKBURN , a Notary Public in and for said County and State, the within named FRED T. GOODALL AND WIFE EVELYN EVERETT GOODALL, , the bargainor S , with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And , of said husband, the said , acknowledged the execution of the said instrument to be his free act and deed for the purposes therein expressed.

Witness my hand and official seal at Nashville, Tennessee, this 8TH day of OCTOBER 1945

My commission expires 1-4-49

(Seal) FRANCES BLACKBURN
Notary Public.

U.S.R.S $9.90

REC'D. OCTOBER 24, 1945 AT 3:31 P.M.

N

INSTALLMENT DEED

Book No. 1312

FOR AND IN CONSIDERATION of the sum of $720.00 - Seven Hundred Twenty and No/100 - - - DOLLARS of which $200.00 - Two Hundred and No/100 - - - - - - - - - - - - DOLLARS has been paid in cash by Mrs. Pearl W Hudson , the receipt of which is hereby acknowledged, and for the remainder $520.00 Five Hundred Twenty and No/100 - DOLLARS the said Mrs. Pearl W Hudson has executed one principal note dated October 8, 1945 being in the principal sum of $520.00, payable to A. J. Coleman and bearing interest at 6% per annum on the unpaid balance until said principal sum has been fully paid. Said note is payable in monthly installments of $50.00 each, to be applied first to the payment of interest on the entire unpaid principal balance, and second, to the payment of principal. The first payment maturing Nov 8th 1945, and the others, one on the 8th, day of each calendar month thereafter until both principal and interest are paid in full. Privilege is reserved by the makers to pay this note in full or in any amount equal to the monthly payment herein provided for, or in multiples thereof, on the 8th day of any month prior to maturity. Said providing for payment of attorney's fees, and to secure the payment of said notes, principal and interest, and attorney fees, a lien is expressly retained on the land herein conveyed, we, A. J. Coleman and wife, Edith Coleman have this day bargained and sold, and do hereby transfer and convey unto the said Mrs. Pearl W Hudson, a widow, her heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Being lot No. 23 and the easterly one-half of Lot No. 24 of block "A" on the plan of Inglewood Heights Subdivision of A. J. Coleman's property, described according to a survey made by G. A. Trent, August 31, 1945, as follows:

Beginning on the southerly margin of Inglewood Drive at the common corner of lots Nos. 22 and 23; thence with the line between said two lots, southwardly 170 feet to the northerly line of lot No. 6; thence with the northerly line of lots Nos. 6 and 5, westwardly 90 feet; thence northwardly 170 feet to the southerly margin of Inglewood Drive; thence with the southerly margin of Inglewood Drive, eastwardly 90 feet to the point of beginning.

Being part of the property conveyed to A. J. Coleman and wife, Edith Coleman, by deed from Marina C. McGaughey, of record in book 1335, page 142, Register's Office for said County.

I, Marina C. McGaughey, for a sufficient consideration, being the holder of the notes securing the vendor's lien retained in deed from Marina C. McGaughey to A. J. Coleman and wife, of record in book 1335, page 142, Register's Office for Davidson County, Tennessee, do hereby join herein for the purpose of releasing from the lien of said deed above mentioned the property herein described and conveyed but no further or otherwise.

Copy of restrictive covenants attached hereto.

Restrictive Covenants on "Inglewood Heights Subdivision", a plat of which is of record in Plat Book ____, Page_____.

(a) The restrictions herein imposed shall be covenants running with the land, binding on the grantees, their heirs and assigns, for a period of twenty-five years from Sept. 1, 1945, and are as follows:
(b) No structures shall be erected on any residential building lot other than a detached single family dwelling or duplex, and not to exceed two stories in height, and not to exceed a one or two-car garage.
(c) No building shall be erected on any residential lot nearer than 40 feet from the front lot line nor farther than 50 feet from the front lot line, no nearer than 5 feet to any side line. The side line restriction is not applicable to a garage located on the rear one-quarter of a lot.
(d) No residential lot shall be re-subdivided into building lots having less than a 60 foot frontage.
(e) No objectionable nor offensive trade shall be carried on upon any lot, nor shall anything be done thereon which may be or become a nuiasance or annoyance to the neighborhood.
(f) No lot shall be sold, leased nor conveyed to persons other than the Caucasian Race or occupied by such persons, except in the capacity of servants.
(g) No trailer, basement, tent, or barn, or other out-buildings erected on the tract shall at any time be used as a residence, temporary or permanent, nor shall any residence of a temporary character be permitted.
(h) No structure shall be erected on any lot without being connected with the water main and providing all sanitary facilities.
(i) A perpetual easement is reserved of the rear five feet of each lot for utility installation and maintenance, such as electric lights, gas, watermain, sewerage, etc.
(j) No dwelling shall be erected on any residential lot costing less than $5,000.00, and the ground floor square foot area shall not be less than 1,000 square feet in the case of a one story structure nor two story structure.
(k) If the parties hereto or any of them, or their heirs or assigns shall violate or attempt to violate any of the covenants or restrictions herein before Sept. 1, 1970, it shall be lawful for any other person or persons owning any other lot in said developlemt or subdivision to procure any proceeding at law or in equity against the person or persons violating or attempting to violate any such covenants or restrictions, and either to prevent him or them from so doing or to recover damage or other dues for such violation.
(l) Invalidation of any of these covenants by judgement or court order shall in no wise effect any of the other provisions, which shall remain in full force and effect.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said Mrs Peal W Hudson, her heirs and assigns, forever, we covenant that we are lawfully seized and possessed of said real estate in fee simple, have good right to convey it, and that the same is unencumbered.

We further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to said real estate to said Mrs Pearl W Hudson, her 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 I , the said Mrs. Pearl W Hudson do hereby transfer and convey unto J R Coarsey , 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.