We , the said James M. Shipp and wife Vernie S. Shipp , 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 $ 4500.00 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 James M. Shipp and wife Vernie S. Shipp 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 James M. Shipp and wife Vernie S. Shipp, 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 E. E. Jackson 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 Anna Mary Bransford and husband Johnson Bransford and James M. Shipp and wife Vernie S. Shipp , hereunto set our hands at Nashville , Tennessee, this the 8th day of August , 1945.

Anna Mary Bransford
Johnson Bransford
James M. Shipp
Vernie S. Shipp

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, Mrs. Ethel M. Frazer , a Notary Public in and for said County and State, the within named Anna Mary Bransford and husband Johnson Bransford and James M. Shipp and wife Vernie S. Shipp the bargainors , 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 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 20th day of August 1945.

My commission expires July 15, 1948

(Seal) Mrs. Ethel M. Frazer
Notary Public.

USRS $5.50
Received August 23, 1945 at 9:02 a.m.
ESB

HOMELAND, INC., TO RUSSELL A. HARVEY ET UX.

INSTALLMENT DEED

Book No. 1335

FOR AND IN CONSIDERATION of the sum of FOUR HUNDRED TWENTY FIVE AND NO/100 ($425.00) -- DOLLARS of which ONE HUNDRED AND NO/100 ($100.00) ---------- DOLLARS has been paid in cash by RUSSELL A HARVEY AND WIFE, STELLA M. HARVEY the receipt of which is hereby acknowledged, and for the remainder HARVEY THREE HUNDRED, TWENTY FIVE AND NO/100 ($325.00) DOLLARS THE SAID RUSSELL A HARVEY AND WIFE STELLA M. HAVE EXECUTED THEIR ONE NOTE OF EVEN DATE HEREWITH IN THE AMOUNT OF $325.00 PAYABLE AT THE XXXXXXX RATE OF XXXXX $15.00 PER MONTH ON THE PRINCIPAL BEGINNING SEPTEMBER 11, 1945, WITH INTEREST AT THE RATE OF 6% PER ANNUM, PAYABLE SEMI-ANNUALLY ON FEBRUARY 11TH AND AUGUST 11TH, OF EACH YEAR.

ALL OF SAID NOTES PROVIDE 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. HOMELAND, INC., HAVE BARGAINED AND SOLD, AND DO HEREBY TRANSFER AND CONVEY UNTO THE SAID RUSSELL A. HARVEY AND WIFE, STELLA M. HARVEY, THEIR HEIRS AND ASSIGNS CERTAIN REAL ESTATE IN DAVIDSON COUNTY, TENNESSEE, AS FOLLOWS: BEING LOT NO. 1, BLOCK E ON THE UNRECORDED MAP OF HOMELAND HEIGHTS, BEING A SUBDIVISION OF A TRACT CONVEYED TO HOMELAND, INC. BY DEED FROM COMMERCE UNION BANK EXECUTOR ET AL OF RECORD IN BOOK 1101, PAGE 405, R.O.D.C. TENN. AND DESCRIBED ACCORDING TO A SURVEY THEREOF MADE BY BLANCHARD & PARRISH, ENGINEERS, IN 1941 AS FOLLOWS:-BEGINNING AT A POINT IN THE WESTERLY MARGIN OF HOMELAND DRIVE THE COMMON CORNER OF LOTS 3 AND 4 OF SAID BLOCK E WHICH POINT IS 100.3 FEET NORTHERLY MEASURED ALONG SAID MARGIN OF HOMELAND DRIVE FROM THE CENTER LINE OF HOBART ROAD; THENCE NORTHERLY ALONG SAID MARGIN OF HOMELAND DRIVE A DISTANCE OF 100 FT TO A POINT WHICH IS NORTHWEST CORNER OF LOT NO. 3 BLOCK E, AND THENCE EASTERLY A DISTANCE OF 262.2 FT IN A STRAIGHT LINE TO THE POINT OF BEGINNING, BEING PART OF THE SAME PROPERTY CONVEYED BY COMMERCE UNION BANK, EXECUTORS ET AL, TO HOMELAND INC., BY DEED OF RECORD IN BOOK 1101, PAGE 405 REGISTER'S OFFICE OF DAVIDSON COUNTY, TENNESSEE. TAXES FOR 1945 ARE TO BE PRORATED AS OF DATE OF THIS DEED. THIS CONVEYANCE IS SUBJECT TO RESTRICTIVE COVENANTS OF RECORD IN BOOK 1129, PAGE 543, R.O.D.C. TENN. READING AS FOLLOWS, RESTRICTIVE COVENANTS CONTAINED IN AN INSTRUMENT DATED JULY 31, 1945, AND OF RECORD IN BOOK 1138, PAGE 243 OF THE REGISTER'S OFFICE FOR DAVIDSON COUNTY TENNESSEE AND EXECUTED BY HOMELAND INC., G. B. BEAL ELIZABETH C. BEAL, REX MOODY, GOLDIE MOODY, SAMUEL W. COAK JESSIE LEONA COAK, THEODORE E. GRIFFITH AND SARA GRIFFITH. RESTRICTIONS EXPIRE 25 YEARS FROM JULY 31 1945. AS TO THE G.B. BEAL 130 ACRE TRACT AND HOMELAND. INC. 218.7 ACRE TRACT IF THE GRANTEES HEREIN OR ANY OF THEIR HEIRS OR ASSIGNS SHALL VIOLATE OR ATTEMPT TO VIOLATE ANY OF THE COVENANTS OR RESTRICTIONS HEREIN BEFORE AUGUST 1965, IT SHALL BE LAWFUL FOR ANY OTHER PERSON OR PERSONS OWNING ANY OTHER LOTS IN SAID DEVELOPEMENT OR SUBDIVISION TO PROSECUTE ANY PROCEEDINGS 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 DAMAGES OR OTHER DUES FOR SUCH VIOLATIONS. INVALIDATION OF ANY ONE OF THESE COVENANTS BY JUDGEMENT OR COURT ORDER SHALL IN NO WISE AFFECT ANY OF THE OTHER PROVISIONS WHICH SHALL REMAIN IN FULL FORCE AND EFFECT. 2. NO STRUCTURE SHALL BE ERECTED, ALTERED, PLACED OR PERMITTED TO REMAIN ON ANY RESICENTIAL PLOT OTHER THAN ONE DETACHED SINGLE OR TWO FAMILY DWELLING NOT TO EXCEED 2½ STORIES IN HEIGHT AND A PRIVATE GARAGE FOR NOT MORE THAN THREE CARS. PRIVILEGE IS RESERVED TO BUILD SUCH EXCESSORY BUILDINGS AS MAY BE NECESSARY TO THE PROPER USE AND OCCUPANCY OF THE PROPERTY. ANY EXCESSORY BUILDING PLACED ON THE PROPERTY SHALL NOT BE PLACED NEARER THAN [illegible] 3. NO NOXIOUS OR OFFENSIVE TRADE OR ACTIVITY SHALL BE CARRIED ON UPON any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. 4. NO PERSONS OF ANY RACE OTHER THAN THE WHITE RACE SHALL USE OR OCCUPY ANY BUILDING OR ANY LOT, EXCEPT that this covenant shall not prevent occupancy by domestic servants of a different race domiciled with an owner or tenant in the main structure or in a detached garage constructed with servants quarters or occupancy by a nurse in attendance upon members of the owners family. 3. NO SERVANTS QUARTERS, GARAGE, DETACHED GARAGE WILL ONLY BE PERMITTED WHEN SERVANTS ARE IN THE EMPLOY OF THE OWNERS OR TENANTS OF MAIN RESIDENCE. 5. NO TRAILER, BASEMENT, TENT, SHACK, GARAGE, BARN OR OTHER OUT BUILDING ERECTED ON THE TRACT SHALL AT ANY TIME BE USED AS A RESIDENCE TEMPORARILY OR PERMANENTLY, NOR SHALL ANY STRUCTURE OF A TEMPORARY CHARACTER BE USED AS A RESIDENCE. 6. THE PREMISES SHALL BE KEPT IN SUCH CONDITION AS REQUIRED BY THE REGULATIONS OR THE SANITARY REQUIREMENTS OF DAVIDSON COUNTY HEALTH DEPARTMENT. 7. NO LOTS FACING STATE HIGHWAY #12 AS SET OUT HEREINBEFORE, NO BUILDING STEPS AND TERRACES EXCEPTED, SHALL BE LOCATED NEARER THEN 100 FEET TO THE FRONT LOT LINE NOR NEARER THAN 15 FEET TO ANY SIDE LOT LINE, EXCEPT GARAGE AND SERVANTS HOUSES. 8. NO RESICENTIAL STRUCTURE SHALL BE ERECTED OR PLACED ON ANY BUILDING PLOT WHICH PLOT HAS AN AREA OF LESS THAN 20,000 SQUARE FEET OR A WIDTH OF LESS THAN 100 FEET AT THE FRONT BUILDING SETBACK LINE. NO SUBDIVISION OF ANY LOTS NOW MADE OR HEREAFTER TO BE MADE FOR UTILITY INSTALLATION AND MAINTENANCE. 10. ALL PROVISIONS OF THE DAVIDSON COUNTY PLANNING & ZONING LAW AND RULES AND REGULATIONS PROMULGATED BY THE DAVIDSON COUNTY PLANNING & ZONING COMMISSION SHALL BE APPLICABLE AND ENFORCEABLE BY THE PARTIES SIGNATORY TO THIS CONTRACT, THEIR SUCCESSORS, HEIRS AND ASSIGNS. AS TO HOMELAND INC. 218.7 ACRE TRACT KNOWN AS HOMELAND HEIGHTS, AS FOLLOWS: 1. THAT ALL LOTS NOW SHOWN ON THE UNRECORDED PLAN MADE BY BLANCHARD AND PARRISH ENGINEERS, DATED APRIL 5, 1941 AND ALL FUTURE LOTS HEREAFTER SET APART IN THE TRACT SHALL BE KNOWN AS RESIDENTIAL LOTS, EXCEPT 500 FEET BEGINNING AT THE NORTHEAST CORNER OF SAID TRACT AND EXTENDING SOUTHERLY ALONG SAID STATE HIGHWAY #12 SHALL BE RESERVED FOR BUSINESS LOTS. 2. NO STRUCTURE FOR BUSINESS PURPOSES SHALL BE ERECTED OR PLACED ON ANY BUSINESS LOT NEARER THAN 75 FEET TO THE FRONT PROPERTY LINE, NOR SHALL THE STRUCTURE COST LESS THAN $3,500.00 IF ON THOSE LOTS FACING HIGHWAY #12 AND HEREIN BEFORE SET OUT, NO DWELLING COSTING LESS THAN $3,000.00 FOR MAIN RESICENCE STRUCTURE EXCLUSIVE OF LOTS, LANDSCAPING, DRIVES AND EXCESSORY BUILDING SHALL BE PERMITTED ON ANY BUILDING LOT. THE GROUND FLOOR AREA OF THE MAIN STRUCTURE, EXCLUSIVE OF ONE STORY OPEN PORCHES AND GARAGES SHALL BE NOT LESS THAN 350 SQUARE FEET IN THE CASE OF A ONE STORY STRUCTURE NOR LESS THAN 750 SQUARE FEET IN THE CASE OF A 1½ OR 2½ STORY STRUCTURE. ON ALL OTHER LOTS NOW OR HEREAFTER TO BE PLOTTED, NO DWELLING COSTING LESS THAN $2500.00 FOR MAIN STRUCTURE EXCLUSIVE OF LOT, LANDSCAPING, DRIVES AND EXCESSORY BUILDINGS SHALL BE PERMITTED. 4. ON ALL OF THE REMAINING PROPERTY NO BUILDING SHALL BE LOCATED ON ANY RESICENTIAL BUILDING PLOT NEARER THAN 60 FEET FROM THE FRONT LOT LINE. NO BUILDING SHALL BE LOCATED STEPS AND TERRACES EXCEPTED, NEARER THAN 15 FEET TO ANY SIDE LOT LINE. GARAGES AND SERVANTS HOUSES ARE EXCEPTED.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said RUSSELL A HARVEY AND WIFE, STELLA M. HARVEY THEIR 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 SUCCESSORS AND ASSIGNS to warrant and forever defend the title to said real estate to said RUSSELL A. HARVEY AND WIFE, STELLA M. HARVEY 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 RUSSELL A. HARVEY AND WIFE, STELLA M. HARVEY do hereby transfer and convey unto W. RAYMOND DENNEY , 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;