WE , the said MARION C. MCCULLOUGH & WF NELLIE MCGREW MCCULLOUGH , 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 $ - - 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 MARION C. MCCULLOUGH & WF NELLIE MCGREW MCCULLOUGH , 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 MARION C. MCCULLOUGH & WF NELLIE MCGREW MCCULLOUGH 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 Davidsod County, Tennessee, and the title herein conveyed to WILLIAM O. LEE 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 LAURA J. COLEMAN

and MARION C. MCCULLOUGH AND WIFE NELLIE MCGREW MCCULLOUGH , hereunto set our hands

at NASHVILLE , Tennessee, this the 19 day of MCH , 19 45

LAURA J. COLEMAN
NELLIE MCGREW MCCULLOUGH
MARION C. MCCULLOUGH

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, W. E. HARWOOD , a Notary Public in and for said County and State, the within named LAURA J. COLEMAN, A WIDOW AND NELLIE MCGREW MCCULLOUGH

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 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 13TH day of APRIL 19 45.

My commission expires JULY 8, 1947 (Seal) W. E. HARWOOD Notary Public.

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, H. E. BERNAL , a Notary Public in and for said County and State, the within named MARION C. MCCULLOUGH

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

And , of the said 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 10 day of JULY 19 46

My commission expires OCT, 4, 1948 (Seal) H. E. BERNAL Notary Public.

U.S.R.S. #1.10

RECEIVED JULY 10, 1946 AT 2:40 P.M.
EK

NUMBER 64370 RECORDED JULY 10, 1946

THE LAYMAN FOUNDATION ---------- TO ---- MARGUERITE MEDLIN AND JAMES BEAN MEDLIN

INSTALLMENT DEED

Book No. 1369

FOR AND IN CONSIDERATION of the sum of FIVE HUNDRED AND NO/100 ($500.00) DOLLARS

which FIFTY AND NO/100 ($50.00) DOLLARS has been paid in cash by MARGUERITE MEDLIN AND JAMES BEAN MEDLIN, MOTHER/AND SON, the receipt of which is hereby acknowledged, and for the remainder FOUR HUNDRED FIFTY AND NO/100 ($450.00) DOLLARS the said MARGUERITE MEDLIN AND JAMES BEAN MEDLIN, HAVE EXECUTED ONE PROMISSORY NOTE OF EVEN DATE HEREWITH, FOR THE SUM OF $450.00, PAYABLE TO THE LAYMAN FOUNDATION, WITH INTEREST AT FIVE PER CENT., PER ANNUM, SAID PRINCIPAL SUM AND INTEREST TO BE PAID IN NINETY-DAY INSTALLMENTS, AS FOLLOWS:

BEGINNING ON THE 25TH DAY OF JULY, 1946, THE SUM OF THIRTY AND NO/100 DOLLARS ($30.00), AND A LIKE AMOUNT EACH NINETY DAYS THEREAFTER, SAID PAYMENTS TO BE APPLIED FIRST TO PAYMENT OF INTEREST ON THE PRINCIPAL SUM OR SO MUCH THEREOF AS FROM TIME TO TIME SHALL REMAIN UNPAID, AND THE BALANCE TO BE APPLIED TO PAYMENT OF PRINCIPAL, UNTIL THE ENTIRE AMOUNT IS PAID. PRIVILEGE OF PAYING MORE THAN THE $30.00 EACH NINETY DAYS IS GIVEN. SAID PRINCIPAL SUM BEING PAYABLE ON OR BEFORE DUE DATE OF PAYMENTS AS HEREIN SET OUT. SAID NOTE STIPULATES FOR THE PAYMENT OF REASONABLE ATTORNEY'S FEES, AND

I declare that I am the true and lawful holder of the claim secured by the instrument within recorded, and hereby acknowledge the satisfaction thereof and discharge of the lien to secure the same in full. This 17 day of August 1949,

Attest: [illegible] DEPUTY REGISTER

The Layman Foundation
By Florence Redfearn Secy.

to secure the payment of said notes, principal and interest, and attorney fees, a lien is expressly retained on the land herein conveyed

THE LAYMAN FOUNDATION, A TENNESSEE CORPORATION

DOES have this day bargained and sold, and do hereby transfer and convey, unto the said MARGUERITE MEDLIN AND JAMES BEAN MEDLIN THEIR OF THE 11TH CIVIL DISTRICT heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

BEING LOT 32 IN BLOCK "A" ON THE UNRECORDED PLAN OF HOMEACRES, AS SUB-DIVIDED BY BLANCHARD & PARRISH, SURVEYORS.

SAID LOT 32 IN BLOCK "A" FRONTS 188.4 FEET ON THE WEST SIDE OF LARKIN SPRINGS ROAD, ITS SOUTH LINE MEASURING 337.3 FEET, ITS WEST AND REAR LINE MEASURING 76 FEET AND ITS NORTH LINE MEASURING 324 FEET.

SAID PROPERTY IS CONVEYED SUBJECT TO THE FOLLOWING RESTRICTIONS:

(1) THAT NO PART OF SAID PROPERTY OR IMPROVEMENTS THEREON SHALL BE SOLD OR LEASED TO ANY PERSON OR PERSONS OF AFRICAN DESCENT;

(2) THAT NO ALCOHOLIC LIQUORS SHALL BE MANUFACTURED OR SOLD ON ANY PART OF SAID PROPERTY OR THE IMPROVEMENTS THEREON.

(3) NO RESIDENCE SHALL BE BUILT ON THIS PROPERTY COSTING LESS THAN $3000.00.

(4) NO BUILDING OR PART THEREOF SHALL BE BUILT NEARER THE FRONT LINE OF SAID LOTS THAN 100 FEET BACK FROM SAID LINE.

(5) NO GARAGE SHALL BE BUILT ON SAID PROPERTY AND OCCUPIED AS A PERMANENT RESIDENCE.

(6) NO BUILDINGS OR OTHER IMPROVEMENTS OF ANY KIND SHALL BE ERECTED ON SAID PROPERTY TO BE USED OTHERWISE THAN PRIVATE DWELLING HOUSES. THE ABOVE RESTRICTIONS AND COVENANTS SHALL RUN WITH THE LAND AND SHALL BE BINDING UPON ALL SUBSEQUENT OWNERS AND ENFORCEABLE BY THE PARTIES HERETO AND ALL SUBSEQUENT OWNERS OF SAID PROPERTY. (SEE * BELOW)

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said MARGUERITE MEDLIN AND JAMES BEAN MEDLIN, THEIR heirs and assigns, forever. THE LAYMAN FOUNDATION COVENANTS THAT IS IS lawfully seized and possessed of said real estate in fee simple, have good right to convey it, and that the same is unencumbered.

THE LAYMAN FOUNDATION FURTHER COVENANTS AND BINDS ITSELF, ITS SUCCESSORS and representatives, to warrant and forever defend the title to said real estate to said MARGUERITE MEDLIN AND JAMES BEAN MEDLIN 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 MARGUERITE MEDLIN AND JAMES BEAN MEDLIN

do hereby transfer and convey unto CECIL SIMS , 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.

*BEING PART OF THE PROPERTY CONVEYED TO THE LAYMAN FOUNDATION BY DEED OF NEELEY'S BEND HEALTH PLACE OF RECORD IN BOOK 772, PAGE 546, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE.