We , the said FRED C. WADDELL AND WIFE WILLIE G. WADDELL ; 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 FRED C. WADDELL AND WIFE WILLIE G. WADDELL , 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 FRED C. WADDELL AND WIFE WILLIE G. WADDELL, 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 RUTH HUFFINES , 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 GLENCLIFF ESTATES, INCORPORATED HAS CAUSED THIS INSTRUMENT TO BE EXECUTED BY ITS DULY AUTHORIZED OFFICERS and FRED C. WADDELL AND WIFE WILLIE G. WADDELL , hereunto set our hands at , Tennessee, this the 8TH day of JUNE , 1946

ATTEST: C. M. SIMPSON, SECRETARY

(SEAL) GLENCLIFF ESTATES INCORPORATED
BY: L. V. HUFFINES, PRESIDENT
FRED C. WADDELL
WILLIE G. WADDELL

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, HERBERT N. JORDAN , a Notary Public in and for said County and State, the within named FRED C. WADDELL AND WIFE WILLIE G. WADDELL

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 X 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 12TH day of JUNE , 1946.

My commission expires OCT. 14, 1948

(Seal) HERBERT N. JORDAN
Notary Public

STATE OF TENNESSEE, COUNTY OF DAVIDSON
BEFORE ME, HERBERT N. JORDAN, A NOTARY PUBLIC WITHIN AND FOR THE STATE AND COUNTY AFORESAID, PERSONALLY APPEARED L. V. HUFFINES AND C. M. SIMPSON, WITH WHOM I AM PERSONALLY ACQUAINTED, AND WHO UPON THEIR SEVERAL OATHS ACKNOWLEDGED THEMSELVES TO BE THE PRESIDENT AND SECRETARY RESPECTIVELY OF THE GLENCLIFF ESTATES, INCORPORATED THE WITHIN NAMED BARGAINOR, A CORPORATION, AND THAT THEY AS SUCH PRESIDENT AND SECRETARY, BEING AUTHORIZED SO TO DO EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSE THEREIN CONTAINED BY SIGNING THE NAME OF THE CORPORATION BY THE SAID L. V. HUFFINES AS SUCH PRESIDENT AND ATTESTING THE SAME BY THE SAID C. M. SIMPSON AS SUCH SECRETARY. WITNESS MY HAND AN OFFICIAL SEAL AT OFFICE AT NASHVEILL, TENNESSEE ON THIS THE 12TH DAY OF JUNE, 1946.

MY COMMISSION EXPIRES OCT. 14, 1948

(SEAL) HERBERT N. JORDAN,
NOTARY PUBLIC

RECEIVED JUNE 13, 1946 AT 10:16 A.M. - USRS v1.65 - DG

INSTALLMENT DEED

Book No. 1392

FOR AND IN CONSIDERATION of the sum of $15750.00 FIFTEEN THOUSAND SEVEN HUNDRED AND FIFTY AND NO ONE-HUNDREDTHS DOLLARS ~~DOLLARS~~ of which FIVE THOUSAND AND NO ONE-HUNDREDTHS DOLLARS has been paid in cash by Arthur D. Perry, Jr. and wife, Ann D. Perry , the receipt of which is hereby acknowledged, and for the remainder $10750.00 TEN THOUSAND SEVEN HUNDRED AND FIFTY AND NO ONE-HUNDREDTHS DOLLARS the said Arthur D. Perry, Jr. and wife, Ann D. Perry have executed their five joint lien notes of even date herewith. The first note, in the amount of $500.00, falling due November 28, 1946. The second note, in the amount of $500.00, falling due May 28, 1947. The third note, in the amount of $500.00, falling due November 28, 1947. The fourth note, in the amount of $500.00, falling due May 28, 1948. The fifth note, in the amount of $8.750.00, falling due November 28,1948. All of said notes are payable to James K. Traughber and wife, Sara Traughber. Interest at the rate of four per cent per annum shall be paid on all the remaining unpaid balance on the paying date of each of said notes,

I declare that I have ... instrument within ... and ... same in full. This 2 ... nov ... 1946
Attest: J. P. Wilson DEPUTY REGISTER
James K. Traughber
Sara Traughber

~~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 fees, a lien is expressly retained on the land herein conveyed

we, James K. Traughber and wife, Sara Traughber

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

Arthur D. Perry, Jr. and wife, Ann D. Perry, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows: Tracts 1,2,3,4 in Block "D", CRESTVIEW ESTATES subdivision, a plat of which is of record in Book 843, page 81, Register's Office for said County. Being the same property conveyed to James K. Traughber and wife, Sara Traughber by deed from W.D. Dutton and wife, Wilmeta Dutton, as of record in Book 1097, page 130, said Register's Office. The land is sold and hereby conveyed subject to the following restrictions to wit: That the property shall not be sold, leased, or rented to any Negro or person of African descent. Said property is restricted to residential purposes only. No residence shall be erected within 25 feet of the front building line of said property. Residences erected upon said property shall contain not less than 450 square feet of floor space. No sheet metal or corrugated iron shall be used in the construction thereof. It is expressly understood that any building erected upon said property shall be completely finished in brick, stucco, or siding. If siding, it shall be painted with not less than two coats of paint before being occupied. No outside toilet may be erected on this property. Plans for any building to be erected on said property costing less than $1000.00 must be approved by the seller or the seller's architect. The foregoing covenants, conditions and stipulations are and shall be binding and obligatory upon the grantees, their heirs, devisees, successors and assigns, and it shall be agreed that each and all of said covenants, conditions and stipulations shall attach to and run with the land shall be binding upon each and every purchaser who may now or hereafter own, possess, occupy or use said premises or any part* see star

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said Arthur D. Perry, Jr. and wife, Ann D. Perry, 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 heirs and representatives, to warrant and forever defend the title to said real estate to said Arthur D. Perry, Jr. and wife, Ann D. Perry, 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 Arthur D. Perry, Jr. and wife, Ann D. Perry do hereby transfer and convey unto Geo. F. Howell , 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.

*thereof, also any building thereon under any tenure whatsoever for a period of fifty years from date hereof.