NO. 11355 REGISTERED Nov. 22, 1919.

W. T. SELLEY ET UX., TO DEED, E. W. MCGUIRE, ETE UX.,

# INSTALLMENT DEED

FOR AND IN CONSIDERATION of the sum of TWENTY FOUR HUNDRED FIFTY ($2450.00) & 00/100 Dollars, of which TWO HUNDRED ($200.00) & 00/100 Dollars has been paid in cash by E. W. MCGUIRE & WIFE, MARY MCGUIRE, the receipt of which is hereby acknowledged, and for the remainder TWENTY-TWO HUNDRED FIFTY ($2250.00) & 00/100 Dollars the said E. W. MCGUIRE & MARY MCGUIRE has WE THIS DAY EXECUTED TO W. T. SELLEY THEIR NINETY (90) PROMISSORY NOTES, EACH FOR THE SUM OF TWENTY FIVE ($25.00) DOLLARS, THE FIRST OF WHICH FALLS DUE NOV. 20TH, 1919, AND ONE ON THE 20TH OF EACH MONTH THEREAFTER UNTIL ALL SHALL HAVE BECOME DUE AND PAYABLE.

all of said notes bearing six per cent interest from date, and to secure the payment of said notes, principal and interest, a lien is expressly retained on the land herein conveyed. WE, W. T. SELLEY AND WIFE, CALLOE SELLEY, have this day bargained and sold, and do hereby transfer and convey unto the said E. W. MCGUIRE AND WIFE, MARY MCGUIRE, THEIR heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

BEING THE NORTHERLY 33-1/3 FEET OF LOT NO. 132 IN MCGAVOCK, WETMORE & OTHERS SECOND ADDITION TO NASHVILLE, CALLED THE ADDITION TO THE TOWN OF MCGAVOCK, A PLAN OF WHICH IS OF RECORD IN BOOK NO. 21, PAGE 41, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE. SAID NORTHERLY PART OF LOT NO. 132 FRONTS 33-1/3 FEET ON THE EASTERLY SIDE OF TWELFTH AVENUE NORTH, FORMERLY FLORENCE STREET, AND RUNS BACK BETWEEN PARALLEL LINES WITH THE SOUTHERLY MARGIN OF COCKRILL STREET 154 FEET TO AN ALLEY, AND IS PART OF THE PROPERTY CONVEYED TO W. T. SELLEY BY DEED AS OF RECORD IN BOOK NO. PAGE , REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE.

W. T. Selley
Callie Selley
by W. D. Patterson

The within deed, executed herein before by W. T. Selley and wife, Callie Selley, was duly proven by the oath of W. D. Patterson, a subscribing witness thereto, before me this 22nd day of Nov. 1919. W. S. Walker, Deputy Register.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said E. W. MCGUIRE & MARY MCGUIRE, THEIR heirs and assigns, forever. WE covenant that WE ARE lawfully seized and possessed of said real estate in fee simple, have a 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 E. W. & MARY MCGUIRE, THEIR heirs and assigns, against the lawful claims of all persons.

And upon 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 E. W. MCGUIRE AND WIFE, MARY MCGUIRE, do hereby transfer and convey unto F. E. EXUM, Trustee, his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title, and interest thereto belonging, for the purposes aforesaid only.



WE the said E. W. MCGUIRE & MARY MCGUIRE do hereby agree to keep all buildings now owned, or to be hereafter erected on said property, insured in some reliable fire insurance company or companies for at least the sum of $ 1200.00 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 E. W. & MARY MCGUIRE 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 Courthouse door 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 the 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 the 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.

2d. To the payment of all taxes which may be unpaid on said premises.

3d. 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 E. W. & MARY MCGUIRE, 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 F. E. EXUM, 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 or settlement in relation to his trusteeship.

In witness whereof we, the said W. T. SELLEY AND WIFE, CALLIE SELLEY, and E. W. MCGUIRE & WIFE, MARY MCGUIRE, hereunto set our hands at NASHVILLE Tennessee, this the 20 day of OCTOBER, 1919.

W. T. SELLEY,
CALLIE SELLEY
E. W. MCGUIRE
MARY MCGUIRE,

STATE OF TENNESSEE, DAVIDSON COUNTY. Personally appeared before me FRED K. JONES, a Notary Public in and for said County and State, the within named W. T. SELLEY AND WIFE, CALLIE SELLEY AND E. W. MCGUIRE AND WIFE MARY MCGUIRE, the bargainor S, with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And CALLIE SELLEY & MARY MCGUIRE WIVES of the said W. T. SELLEY AND E. W. MCGUIRE having appeared before me privately and apart from THEIR husband S, the said CALLIE SELLEY AND MARY MCGUIRE acknowledged the execution of the said instrument to have been done by THEM freely, voluntarily, and understandingly, without compulsion or constraint from THEIR said husband S, and for the purposes therein expressed.

Witness my hand and official seal at NASHVILLE, Tennessee, this 17 day of NOVEMBER, 1919.

My commission expires on the 7 day of JULY, 1923. FRED K. JONES, (SEAL) Notary Public.

U. S. REV. STAMP $2.50

RECEIVED 19TH DAY OF NOV. A. D. 1919 AT 3-06 P. M.

STATE OF TENNESSEE, DAVIDSON COUNTY. Personally appeared before me a Notary Public in and for said County and State, the within named

the bargainor with whom I am personally acquainted, and who acknowledged that 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 Tennessee, this day of 19

My commission expires on the day of Notary Public.