201 NO. [illegible], RECEIVED, RECORDED, BOOK [illegible]

H.H.HEISTAND ET UX TO S.R.MC GEE ET UX

INSTALLMENT DEED

FOR AND IN CONSIDERATION of the sum of TWENTY TWO HUNDRED AND FIFTY ($2250.00) DOLLARS, of which ONE HUNDRED, DOLLARS has been paid in cash by S.R. MC GEE AND WIFE, RUBY S MC GEE, the receipt of which is hereby acknowledged, and for the remainder TWENTY ONE HUNDRED, AND FIFTY, DOLLARS the said S.R.MC GEE AND WIFE RUBY S. MC GEE, he WE, EXECUTED ONE PROMISSORY NOTE OF EVEN HEREWITH IN THE SUM OF ONE, THOUSAND DOLLARS ($1000.00) PAYABLE TO THE ORDER OF H.H.HEISTAND, AND BEARING SIX PER CENT, INTEREST, FROM DATE, PAYABEE SEMIANNUALLY, SAID, NOTE FALLING DUE ON OR BEFORE THREE AND ONE HALF YEARS, AFTE-RDATE, AND FOR THE BALANCE OF THE SAID CONSIDERATION THE SAID S.R.MC GEE, AND WIFE, RUBY S. MC GEE, HAVE EXECUTED FORTY PROMISSORY NOTES OF EVEN DATE HEREWITH PAYABLE TO THE ORDER OR H. H.HEISTAND AND BEARING SIX PER CENT, INTEREST FROM DATE THE FIRST THREE OF SAID NOTES ARE IN THE SUM OF $75.00 EACH, AND THE REMAINING 37 NOTES, ARE IN THE SUM OF $25.00, EACH, THE FIRST ONEOF THE SAIDNOTES, FALLS DUE OCTOBER, 25TH 1920, AND THE OTHERS ONE ON THE 25TH DAY OF EACH MONTH THEREAFTER UNTIL ALL ARE PAID, A LIEN IS HEREBY EXPRESSLY RESERVED ON THE PROPERTY HEREIN CONVEYED TO SECURE THE PAYMENT OF ALL NOTES AND INTEREST, IT IS HEREBY UNDERSTOOD AND AGREED, THAT THE $1000.00 NOTE SHALL BE AND REMAIN A FIRST OR PRIOR LIEN SO THE 40 MONTHLY, NOTES HEREIN MENTIONED.

Recorded Oct 18 1920 at 3:29 P.M. Book 517 page 199 Fee $2.50 Received $2.50 Thos. H. Paine, Register. By [illegible] D.C.

Note: Deed of Release for $1000.00 and interest executed by H.H. Heistand, holder and owner of the within described note, and hereby releases the lien retained upon the within described property, held as security for said note. Dated Nov. 1, 1922. Attest: WEST MORTON, Register. By [illegible] Deputy Register.

and praising for payment of attorneys fees and attorneys fees

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 hereby conveyed, WE H.H. HEISTAND AND WIFE LILLIE HEISTAND, have this day bargained and sold, and do hereby transfer and convey, unto the said S.R.MC GEE, AND WIFE, RUBY S MC GEE, THEIR, heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

LOT NO 266, IN GRANDVIEW HEIGHTS, ADDITION A PLAN OF WHICH IS OF RECORD IN BOOK 161, PAGES, 14 AND 15, OF THE REGISTER'S OFFICE FOR DAVIDSON COUNTY TENNESSEE SAID LOT NO 266, FRONTS, 50 FEET ON THE EAST SIDE OF CRUZEN AVENUE, AND EXTENDS BACK BETWEEN PARALLEL LINES, 150 FEET TO AN ALLEY, INTHE REAR, AND BEING THEABT OF THE SAME PROPERTY, CONVEYED TO H.H.HEISTAND AND WIFE, LILLIE HEISTAND, BY DEED FROM, THE BRANSFORD REALTY COMPANY A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF TENNESSEE, AS OF RECORD IN BOOK NO 517, PAGE, 198, OF THE REGISTER'S OFFICE FOR DAVIDSON COUNTY TENNESSEE.

To Have and to Hold said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said S.R. MC GEE, AND WIFE RUBY S. MCGEE 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 S.R.MC GEE AND WIFE RUBY S MC GEE 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 in hand paid, WE, the said S.R.MC GEE, AND WIFE RUBY S MC GEE, do hereby transfer and convey unto K.O. REID, 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 S.R. MC GEE, AND WIFE RUBY S MC GEE, do hereby agree to keep all buildings now, ~~ereafter~~ or to be hereafter erected on said property, insured in some reliable fire insurance company or companies for at least the sum of $ 2000.00 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 S.R.MC GEE AND WIFE RUBY S MC GEE, 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 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 S.R. MC GEE AND WIFE RUBY S MC GEE, 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 US K.O. REID, 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 H. H. HEISTAND AND WIFE LILLIE HEISTAND, and S.R. MC GEE AND WIFE RUBY S MC GEE, hereunto set our hands at NASHVILLE, Tennessee, this the 25TH day of SEPT, 1920

H.H.HEISTAND,
LILLIE HEISTAND,
S.R. MC GEE,
RUBY S MC GEE.

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, K.O. REID, a Notary Public in and for said County and State, the within-named H.H.HEISTAND AND WIFE LILLIE HEISTAND, AND S.R.MC GEE, AND WIFE RUBY S MC GEE, the bargainors, with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And LILLIE HEISTAND AND RUBY S MC GEE, WIVES, of the said H.H.HEISTAND AND S.R.MC GEE, having appeared before me privately and apart from THEIR husbands, the said LILLIE HEISTAND, AND RUBY S MC GEE, acknowledged the execution of the said instrument to have been done by THEM freely, voluntarily, and understandingly, without compulsion or constraint from THEIR said husbands, and for the purposes therein expressed.

Witness my hand and official seal at NASHVILEE, Tennessee, this 9 day of OCTOBER, 1920

My commission expires on the day of , 192 (SEAL) K.O. REID, Notary Public.

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 , wife 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 , 192

My commission expires on the day of , 192 , Notary Public.

U.S. REV STAMPS, $2.50
REC'D 18TH DAY OF OCTOBER, 1920 AT 3:29 O'CLOCK P.M