NUMBER

71780 W.M.BARROW ET UX TO STEPHEN W. & EMMA D.HEWLETT RECORDED MCH.5,1925

INSTALLMENT DEED

FOR AND IN CONSIDERATION of the sum of THIRTY TWO HUNDRED AND FIFTY ($3250.00) DOLLARS of which TWO HUNDRED ($200.00) DOLLARS has been paid in cash by STEPHEN W.HEWLETT AND WIFE EMMA D.HEWLETT, the receipt of which is hereby acknowledged, and for the remainder THREE THOUSAND AND FIFTY ($3050.00) DOLLARS the said STEPHEN W.HEWLETT AND WIFE EMMA D. HEWLETT HAVE ASSUME AND AGREE TO PAY WHEN DUE THE LAST 34 NOTES OF A SERIES OF NOTES EXECUTED BY W.M.& SARAH T. BARROW,ON MARCH 28TH,1923 PAYABLE TO MRS.MARY E..SPORE.THE FIRST ONE OF THESE ASSUMED NOTES IS FOR THE SUM OF $40.98, AND EACH OF THE NEXT SUCCEEDING 33 NOTES IS FOR AN AMOUNT,17 CENTS OR 18 CENTS LESS THAN THE PRECEDING ONE,AND THE LAST NOTE IS FOR $40.20 .THE FIRST ONE OF THE ASSUMED NOTES IS DUE APRIL 1ST,1925,AND THE OTHERS, ONE ON THE 1ST OF EACH SUCCESSIVE MONTH THEREAFTER UNTIL JAN.1ST, 1928, WHEN THE LAST NOTE IS DUE.THESE NOTES DO NOT BEAR INTEREST,AS INTEREST IS COMPUTED UNTIL MATURITY.THEY HAVE ALSO EXECUTED ONE NOTE FOR $100.00 OF EVEN DATE HEREWITH,PAYABLE TO W.M.& SARAH T.BARROW ON MAY 4RH,1925.THEY HAVE ALSO EXECUTED 44 PROMISSORY NOTES,43 BEING FOR $40.00 EACH,AND THE 44TH NOTE BEING FOR $35.00 .THE FIRST ONE OF THIS SERIES IS DUE FEB. 1ST,1928, AND THE OTHERS ONE ON THE 1ST OF EACH SUCCESSIVE MONTH THEREAFTER UNTIL SETP.1ST, 1931, WHEN THE LAST ONE IS DUE.

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's fees, a lien is expressly retained on the land herein conveyed, WE, W. M.BARROW AND WIFE SARAH T.BARROW

have this day bargained and sold, and do hereby transfer and convey unto the said STEPHEN W.HEWLETT AND WIFE EMMA D.HEWLETT,THEIR heirs and assigns, certain real estate in Davidson County, Tennessee, as follows: BEING THE SOUTH FORTY (40) FEET OF LOT NO.17 IN GOV.MCMILLIN'S SUBDIVISION OFTHE OLD STATE PRISON LAND,FRONTING FORTY (40) FEET ON THE WEST SIDE OF FIFTEENTH AVENUE NORTH,AND RK RUNS BACK BETWEEN PARALLEL LINES 100 FEET TOA 12 FOOT ALLEY,AND IS THE SAME PROPERTY CONVEYED TO W.M.& SARAH T.BARROW BY DEED FROM J.L.SPORE AND OTHERS,DATED MARCH 28TH,1923 AND RECORDED IN BOOK NO.616,PAGE 37, R.O.D.C., TENNESSEE, PURCHASER ASSUMES AND AGREE TO PAY 1925 TAXES.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said STEPHEN W.HEWLETT AND WIFE EMMA D.HEWLETT,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 unincumbered. EXCEPT FOR ABOVE MENTIONED NOTES AND TAXES

WE further covenant and bind OURSELVES,OUR heirs and representatives, to warrant and forever defend the title to said real estate to said STEPHEN W.HEWLETT AND WIFE EMMA D.HEWLETT 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 STEPHEN W.HEWLETT AND WIFE EMMA D. HEWLETT do hereby transfer and convey unto CLEARY GILMORE, 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 STEPHEN X W. HEWLETT AND WIFE EMMA D.HEWLETT, 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 $ 3000.00 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 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 STEPHEN W.HEWLETT AND WIFE EMMA D.HEWLETT, 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, IF 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.

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 STEPHENE W. HEWLETT & EMMA D.HEWLETT, 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-matured 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 CLEARY GILMORE, 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 W.M.BARROW AND WIFE SARAH T.BARROW AND STEPHENE W. HEWLETT AND WIFE EMMA D. HEWLETT, hereunto set our hands and at NASHVILLE, Tennessee, this the 4TH day of MARCH, 192 5

W.M.BARROW
SARAH T.BARROW
XXXXX STEPHEN W.HEWLETT
EMMA D.HEWLETT

STATE OF TENNESSEE, DAVIDSON COUNTY. H.M.CLUNAN

Personally appeared before me, , a Notary Public in and for said County and State, the within-named W.M.X BARROW AND WIFE SARAH T.BARROW AND STEPHEN W.HEWLETT AND WIFE EMMA D.HEWLETT

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

And SARAH T.BARROW AND EMMA D.HEWLETT, wi VES of the said W.M.BARROW AND STEPHEN W. HEWLETT

having appeared before me privately and apart from HER husband, the said SARAH T.BARROW AND EMMA D.HEWLETT, 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 4TH day of MARCH, 192 5

My commission expires on the day of , 192 (SEAL) H.M.CLUNAN, 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 , wi 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.R.S.$2.50
REC'D.MCH.4,1925 AT 11:41 A.M.