MRS. BESSIE HOLT ET AL. TO DEED THOMAS EARL FRENSLEY ET UX.

INSTALLMENT DEED

FOR AND IN CONSIDERATION of the sum of $1500.00 FIFTEEN HUNDRED & NO/100 DOLLARS of which TWO HUNDRED & NO/100 DOLLARS has been paid in cash by THOMAS EARLY FRENSLEY AND WIFE, MARY C.FRENSLEY, the receipt of which is hereby acknowledged, and for the remainder $1300.00 THIRTEEN HUNDRED & NO/100 DOLLARS, the said THOMAS EARL FRENSLEY & WIFE MARY C. FRENSLEY ha WE EXECUTED AND DELIVERED 68 PROMISSORY NOTES OF EVEN DATE HEREWITH, 12 OF WHICH ARE FOR $15.00 EACH AND 56 OF WHICH NOTES ARE FOR $20.00 EACH, PAYABLE TO THE ORDER OF MRS. BESSIE HOLT AND HUSBAND, J.W.HOLT. FIRST OF SAID NOTES IS FOR $15000, DUE ON OR BEFORE OCTOBER 20TH, 1923 AND THE OTHERS MONTHLY. ONE ON THE 22ND. OF EACH SUBSEQUENT MONTH THEREAFTER, UNTIL ALL ARE PAID IN FULL.

IT IS UNDERSTOOD THAT MRS. BESSIE HOLT OWES A BALANCE OF $216.00 ON THE WITHIN DESCRIBED PROPERTY AND WHICH IS A LIEN ON THE PROPERTY AND WHICH AMOUNT IS TO BE PAID BY MRS. BESSIE HOLT.

all of said notes bearing six per cent interest from date, and providing for payments 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, MRS. BESSIE HOLT AND HUSBAND J.W.HOLT have this day bargained and sold, and do hereby transfer and convey unto the said THOMAS EARL FRENSLEY AND WIFE MARY C.FRENSLEY THEIR heirs and assigns, certain real estate in Davidson County, Tennessee, as follows: BEING A TRACT OF LAND NEAR GLENDALE PARK IN THE 7TH, (FROMERLY 11TH.) CIVIL DISTRICT OF DAVIDSON COUNTY, TENNESSEE. CONTAINING ONE ACRE AND BEING OUT OF THE NORTHEAST CORNER OF THE 20 ACRE TRACT CONVEYED BY JAMES COMPTON AND WIFE, TO W.G.HIRSIG BY DEED IN THE REGISTERS OFFICE FOR SAID COUNTY IN BOOK NO. 339, PAGE 348 AND DESCRIBED AS FOLLOWS; BEGINNING IN THE CENTER OF A 40 FOOT ROAD AT A POINT 490 FEET SOUTH OF GLENDALE PARK, RUNNING THENCE WEST AT RIGHT ANGLES 216 FEET TO A STAKE IN ANDERSON'S BOUNDRY LINE; THENCE AT RIGHT ANGLES SOUTH 201.7 FEET TO A STAKE; THENCE AT RIGHT ANGLES EAST 216 FEET TO THE CENTER OF SAID ROAD; THENCE NORTH WITH CENTER OF SAID ROAD 201.7 FEET TO THE BEGINNING AND BEING A PART OF LOT NO.2 ON THE MAY OF GLENDALE PARK, AS OF RECORD IN BOOK NO.57, PAGE 141, OF THE AFORESAID REGISTERS OFFICE, AND BEING THE SAME PROPERTY CONVEYED TO MRS. BESSIE HOLT BY LEWIS G.COLE AND WIFE CYNTHIA COLE AS OF RECORD IN BOOK 628, PAGE 15 OF THE REGISTERS OFFICE FOR DAVIDSON COUNTY, TENN.,

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said THOMAS EARL FRENSLEY AND WIFE, MARY C.FRENSLEY, 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.

WE further covenant and bind OURSELVES, OUR heirs and representatives, to warrant and forever defend the title to said real estate to said THOMAS EARL FRENSLEY AND WIFE, MARY C.FRENSLEY, 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 ____, the said ____ do hereby transfer and convey unto ____ Trustee, his successors and assigns, the real estate hereinabove described, with the appurtenances, estate, title, and interest thereto belonging, for the purposes aforesaid only.

WE, the said THOMAS EARL FRENSLEY AND WIFE MARY C.FRENSLEY, 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 $ 400.00 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 agrees 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 herein, the same to bear interest from the date of such payment.

Now, if WE, the said THOMAS EARL FRENSLEY AND WIFE MARY C.FRENSLEY, 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 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.

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 THOMAS EARL FRENSLEY AND WIFE MARY C.FRENSLEY, 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 ~~XXXXXX~~ Davidson County, Tennessee, and the title herein conveyed to ____, 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 relaion to his trusteeship.

In Witness Whereof, We, the said MRS. BESSIE HOLT AND HUSBAND J.W.HOLT AND THOMAS EARL FRENSLEY and WIFE MARY C.FRENSLEY, hereunto set our hands at NASHVILLE, Tennessee, this the 22ND. DAY OF SEPTEMBER 1923. XXX.

MRS. BESSIE HOLT.
J.W.HOLT.
T.E.FRENSLEY.
MRS. MARY C.FRENSLEY.

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, W.E.BEARDEN, a Notary Public in and for said County and State, the within-named MRS. BESSIE HOLT AND HUSBAND J.W.HOLT, AND THOMAS EARL FRENSLEY AND WIFE MARY C.FRENSLEY, the bargainorS, with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And MRS. BESSIE HOLT AND MARY C.FRENSLEY, wi VES. of the said J.W.HOLT AND THOMAS EARL FRENSLEY, having appeared before me privately and apart from THEIR husbandS, the said MRS. BESSIE HOLT AND MARY C.FRENSLEY, 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 NASHVILLE, Tennessee, this 22ND. day of SEPTEMBER, 1923.
My commission expires on the ____ day of ____, 192_. (SEAL) W.E.BEARDEN, 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.

RECEIVED AUG. 30TH 1926 AT 12-27 P.M.

U.S.R.S. $1.50