NUMBER 33417 RECORDED AUG, 23 1928 W J KEITH ET UX TO H. E. STRINGFELLOW ET UX

Steger-Miller

INSTALLMENT DEED

FOR AND IN CONSIDERATION of the sum of TWENTY SEVEN HUNDRED NO/100 DOLLARS of which TWO HUNDRED DOLLARS has been paid in cash by H. E. STRINGFELLOW AND WIFE HAZEL STRINGFELLOW the receipt of which is hereby acknowledged, and for the remainder TWENTY FIVE HUNDRED DOLLARS the said H. E. STRINGFELLOW AND WIFE HAZEL STRINGFELLOW, HAVE ASSUMED AND AGREE TO PAY A NOTE IN THE PRINCIPAL SUM OF FIFTEEN HUNDRED DOLLARS ($1500.00) TOGETHER WITH INTEREST THEREON AT THE RATE OF SIX PER CENTUM PER ANNUM PAYABLE SEMI ANNUALLY AS EVIDENCED BY CERTAIN INTEREST NOTES AND DEED OF TRUST TO C. E. WEIS, TRUSTEE OF RECORD IN BOOK 698 PAGE 405 REGISTERS OFFICE FOR DAVIDSON COUNTY TENNESSEE; ALSO ASSUME AND AGREE TO PAY SEVENTEEN (17) NOTES OF A SERIES OF TWENTY FOUR (24) NOTES IN THE SUM OF TWENTY FIVE DOLLARS ($25.00 EACH WITH INTEREST THEREON AT THE RATE OF SIX, PER CENTUM PER ANNUM AND SECURED BY A DEED OF TRUST TO C. E. WEIS, TRUSTEE OF RECORD IN BOOK NO 797 PAGE 75 REGISTERS OFFICE FOR DAVIDSON COUNTY TENNESSEE, SAID NOTES BEING DATED DECEMBER 6TH 1927 THE FIRST BEING DUE JANUARY 6 1928, AND ONE OF THE REMAINING NOTES ON THE 6TH DAY OF EACH ~~XMX~~ MONTH THEREAFTER UNTIL ALL ARE PAID; AND FOR THE REMAINDER OF SAID CONSIDERATION THE SAID H. E. STRINGFELLOW AND WIFE HAZEL STRINGFELLOW HAVE THIS DAY EXECUTED THEIR (29) TWENTY NINE JOINT PROMISSORY LIEN NOTES, OF EVEN DATE HEREWITH PAYABLE TO THE ORDER OF W. J. KEITH WITH INTEREST THEREON AT THE RATE OF, SIX PER CENTUM PER ANNUM FROM DATE UNTIL PAID IN THE AMOUNT AND TO BECOME DUE AS FOLLOWS; TWENTY EIGHT (28) NOTES IN THE SUM OF TWENTY DOLLARS ($20.00) EACH AND ONE (1) NOTE IN THE SUM OF FIFTEEN DOLLARS ($15.00) THE FIRST OF SAID SERIES OF TWENTY NINE NOTES FALLS DUE ON THE 8TH DAY OF JUNE 1930 AND ONE OF THE REMAINING NOTES ON THE 8TH DAY OF EACH MONTH THEREAFTER UNTIL ALL ARE PAID; ALL OF SAID NOTES BEARING SIX PER CENT INTEREST FROM DATE AND PROVIDING FOR PAYMENT OF ATTORNEY 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, W J KEITH AND WIFE LILLIAN KEITH HAVE THIS DAY BARGAINED AND SOLD AND DO HEREBY TRANSFER AND CONVEY UNTO THE SAID H. E. STRINGFELLOW, AND WIFE HAZEL STRINGFELLOW, THEIR HEIRS AND ASSIGNS, CERTAIN REAL ESTATE IN DAVIDSON COUNTY TENNESSEE AS FOLLOWS; TAXES FOR 1928 ASSUMED BY THE PURCHASER.,

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

have this day bargained and sold, and do hereby transfer and convey, unto the said heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

BEING THE WESTERLY 23 FEET OF LOT NO 5 AND THE EASTERLY 17 FEET OF LOT NO 6 ON BLOCK NO 3 IN THE CHARLOTTE PARK COMPANY'S SECOND ADDITION AS OF RECORD IN BOOK 161 PAGE 39 R O D C TENN.,

THE SAID 23 FEET OF LOT NO 5 AND THE 17 FEET OF LOT NO 6 FRONT TOGETHER 40 FEET ON THE SOUTHERLY SIDE OF CHARLOTTE AVENUE AND EXTEND BACK BETWEEN PARALLEL LINES 150 FEET TO AN ALLEY.,

BEING THE SAME PROPERTY CONVEYED TO W. J. KEITH BY DEED FROM C. M HOSS AN UNMARRIED MAN OF RECORD IN BOOK 654 PAGE 247 R O D C TENN.,

COPY OF RELEASE BOOK NO. 1151 PAGE NO. 66 R.O.D.C. TENN.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said H.E. STRINGFELLOW AND WIFE HAZEL STRINGFELLOW 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 H. E STRINGFELLOW AND WIFE HAZEL STRINGFELLOW 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 ME in hand paid WE, the said H. E. STRINGFELLOW AND WIFE HAZEL STRINGFELLOW

do hereby transfer and convey unto J. W. BROWN., 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 H.E. STRINGFELLOW AND WIFE HAZEL STRINGFELLOW, 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 $2500.00 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 H. E. STRINGFELLOW AND WIFE HAZEL STRINGFELLOW, 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 conveyence.

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 H. E. STRINGFELLOW AND WIFE HAZEL STRINGFELLOW., 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 ----- 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. J. KEITH AND WIFE LILLIAN KEITH and H. E. STRINGFELLOW AND WIFE HAZEL STRINGFELLOW, hereunto set our hands at NASHVILLE, Tennessee, this the 8TH day of AUGUST, 19 28

H. E. STRINGFELLOW
HAZEL STRINGFELLOW.,
W. J. KEITH
LILLIAN KEITH

ACKNOWLEDGMENT BEFORE NOTARY PUBLIC.

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, D O CONWELL, a Notary Public in and for said County and State, the within-named W. J. KEITH AND WIFE LILLIAN KEITH, AND H. E. STRINGFELLOW AND WIFE HAZEL STRINGFELLOW the bargainor S, with whom I am personally acquainted, and who acknowledged that WE executed the within instrument for the purposes therein contained.

And LILLIAN KEITH AND HAZEL STRINGFELLOW W J KEITH AND H E STRINGFELLOW, wi VES of the said having appeared before me privately and apart from THEIR husband S the said LILLIAN KEITH AND HAZEL STRINGFELLOW, 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 14 day of AUGUST, 19 28

My commission expires on the --- day of --, 19 . (Seal) D. O. CONWELL
Notary Public.

REC'D AUG 14 1928 AT 2:18 P. M.