NO , 44882 RECORDED MAY 27, 1929. WILLIAM CURLEY ET UX TO ELI SEAY, ET UX.

INSTALLMENT DEED

FOR AND IN CONSIDERATION of the sum of TWENTY-ONE HUNDRED ($2100.00) & NO/100 DOLLARS of which THREE HUNDRED ($300.00) & NO/100 DOLLARS has been paid in cash by ELI SEAY AND WIFE IDA MAY SEAY, , the receipt of which is hereby acknowledged, and for the remainder EIGHTEEN HUNDRED ($1800.00) & NO/100 DOLLARS the said ELI SEAY AND WIFE IDA MAY SEAY,

HAVE EXECUTED AND DELIVERED THEIR 90 LIEN PROMISSORY NOTES, OF EVEN DATE HEREWITH, FOR THE SUM OF $20.00 EACH, BEARING INTEREST AT THE RATE OF 6% PER ANNUM. SAID NOTES ARE PAYABLE TO THE ORDER OF WILLIAM CURLEY AND WIFE GRACE CURLEY, AND THE FIRST ONE OF SAID SERIES OF NOTES IS DUE AND PAYABLE ON THE 14TH DAY OF JUNE, AND THE OTHERS, ONE ON THE 14TH DAY OF EACH AND EVERY SUCCEEDING MONTH RESPECTIVELY THEREAFTER UNTIL ALL ARE PAID,

~~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, WILLIAM CURLEY AND WIFE, GRACE CURLEY,

have this day bargained and sold, and do hereby transfer and convey, unto the said

ELI SEAY AND WIFE IDA MAY SEAY, THEIR heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

BEING LOT NO. 41 IN THE J.M., T.J., & G.W. HARDING'S ADDITION TO NASHVILLE, TENN. SAID LOT NO. 41 FRONTS 50 FEET ON THE SOUTHERLY SIDE OF UNDERWOOD ST. AND EXTENDS BACK BETWEEN PARALLEL LINES 150 FEET TO AN ALLEY IN THE REAR. A PLAN OF SAID SUBDIVISION IS OF RECORD IN BOOK NO. 21, PAGE 80, R.O.D.C.TENN. BEING THE SAME PROPERTY CONVEYED TO WILLIAM CURLEY BY DEED OF ROBERT LUSK, ET ALS., OF RECORD IN BOOK NO. 489, PAGE 370, R.O.D.C. TENN.

THE GRANTEE HEREIN HEREBY AGREES TO ASSUME AND PAY THE TAXES FOR THE YEAR 1929.

I declare that I am the true and lawful holder of the claim secured by the instrument with which this receipt is recorded, and hereby acknowledge the satisfaction thereof and discharge of the lien to secure the same in full.

This 15 day of May, 1929.

Attest: SAMUEL H. STAHLMAN REGISTER

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said ELI SEAY AND WIFE IDA MAY SEAY, 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 ELI SEAY AND WIFE IDA MAY SEAY, 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 ELI SEAY AND WIFE IDA MAY SEAY,

do hereby transfer and convey unto C.RICHARD BENZ, , 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 ELI SEAY AND WIFE IDA MAY SEAY, 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 $ 1500.00 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 ELI SEAY AND WIFE IDA MAY SEAY, 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, OR 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.

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 ELI SEAY AND WIFE IDA MAY SEAY,,,, 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. C.RICHARD BENZ,

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 WILLIAM CURLEY AND WIFE, GRACE CURLEY and ELI SEAY AND WIFE IDA MAY SEAY, , hereunto set our hands at NASHVILLE, Tennessee, this the 14TH day of MAY, 1929.

WILLIAM CURLEY
GRACE CURLEY
ELI SEAY
IDA MAY SEAY

ACK BEFORE N P

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, MAX BENZ, JR., , a Notary Public in and for said County and State, the within-named WILLIAM CURLEY AND WIFE GRACE CURLEY AND ELI SEAY AND WIFE IDA MAY SEAY, the bargainor S, with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And GRACE CURLEY AND IDA MAY SEAY , wiVES of the said WILLIAM CURLEY AND ELI SEAY, RESPECTIVELY, having appeared before me privately and apart from THEIR husbandS, the said GRACE CURLEY AND IDA MAY SEAY, , 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 14TH day of MAY, 1929.

My commission expires on the 10 day of JAN. , 19 31. (Seal)

MAX BENZ, JR.,
Notary Public.

RECD MAY 15, 1929 AT 3.10 P M