NO. 6206 RECORDED JULY 17, 1931 B. B. BOYD ET UX TO GUY M. HUNT ET UX

INSTALLMENT DEED

FOR AND IN CONSIDERATION of the sum of THIRTY-SEVEN HUNDRED FIFTY ($3750.00) DOLLARS of which TWENTY-FIVE ($25.00) DOLLARS has been paid in cash by GUY M. HUNT AND WIFE, HATTIE CHEEK HUNT, receipt of which is hereby acknowledged, and for the remainder PART OF THIRTY-SEVEN HUNDRED TWENTY-FIVE ($3725.00) DOLLARS the said GUY M. HUNT AND WIFE, HATTIE CHEEK HUNT HABE ASSUMED AND AGREE TO PAY A NOTE OF TWENTY-SEVEN HUNDRED ($2700.00) DOLLARS DATED JULY 22, 1929, DUE IN THREE YEARS FROM DATE WITH INTEREST PAYABLE SEMI-ANNUALLY WHICH NOTE HAS BEEN REDUCED BY PAYMENT TO TWENTY-FIVE HUNDRED ($2500.00) AND EXTENDED TO FALL DUE JULY 22, 1934, AND IS SECURED BY DEED OF TRUST TO CHAS. F. LOVELL, TRUSTEE, VICE PRESIDENT OF THE COMMERCE UNION BANK AND HIS SUCCESSORS IN OFFICE OF RECORD IN BOOK NO. 707, PAGE 569, OF THE REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE. AND FOR THE RESIDUE, TWELVE HUNDRED TWENTY-FIVE ($1225.00) DOLLARS, THE SAID GUY M. HUNT AND WIFE HATTIE CHEEK HUNT HAVE EXECUTED THEIR SIXTY-ONE JOINT PROMISSORY NOTES OF EVEN DATE HEREWITH, PAYABLE TO THE ORDER OF B. B. BOYD, SIXTY OF SAID NOTES ARE IN THE PRINCIPAL SUM OF TWENTY-DOLLARS EACH AND THE 61ST. AND LAST NOTE IS IN THE PRINCIPAL SUM OF TWENTY-FIVE DOLLARS. NONE OF SAID NOTES BEAR INTEREST EXCEPT AFTER MATURITY AS THE INTEREST HAS BEEN COMPUTED AND THE ACCUMULATED INTEREST ON ALL ADDED TO THE FACE OF EACH NOTE AS IT MATURES MAKING THE FACE OF THE FIRST NOTE $26.13 AND EACH NOTE THEREAFTER FOR AN AMOUNT OF 10 CENTS LESS THAN THE PRECEEDING NOTE EXCEPT THE LAST NOTE WHICH IS FOR $25.13. THE FIRST ONE OF SAID NOTES WILL MATURE AUGUST 13, 1931 AND ONE ON THE 13TH. DAY OF EACH MONTH THEREAFTER UNTIL ALL ARE DUE AND PAID.

all of said notes bearing six per cent. interest from DUE, 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, B.B.BOYD AND WIFE, KATHRINE BOYD have this day bargained and sold, and do hereby transfer and convey, unto the said GUY M. HUNT AND WIFE, HATTIE CHEEK HUNT, THEIR heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

BEING THE WESTERLY HALF OF LOT 50 ON THE PLAN OF INGLEWOOD PLACE, AS OF RECORD IN BOOK NO. 332, PAGE 101 OF THE REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE.

SAID WESTERLY HALF OF LOT 50 FRONTS 50 FEETON THE SOUTHERLY SIDE OF SHELTON AVENUE, AND RUNS BACK BETWEEN PARALLEL LINES 202½ FEET TO A DEAD LINE.

BEING THE SAME PROPERTY CONVEYED TO BOWLING B. BOYD AND WIFE, KATHRINE BOYD BY DEED FROM LIDA ARNOLD (A WIDOW) OF RECORD IN BOOK NO. 846, PAGE 467, OF THE REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE.

IT IS UNDERSTOOD AND AGREED THAT THE TAXES FOR THE YEAR 1931 ARE TO BE PRO-RATED.

I declare that I am the true and lawful holder of the within mentioned and hereby authorize the release of the lien to secure the same in full. This 20th day of July 1931
COMMERCE UNION BANK
By C. F. Lovell
Asst. Trust Officer

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said GUY M. HUNT AND WIFE, HATTIE CHEEK HUNT, THEIR heirs and assigns, forever, WE ARE 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 GUY M. HUNT AND WIFE, HATTIE CHEEK HUNT 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 GUY M. HUNT AND WIFE, HATTIE CHEEK HUNT do hereby transfer and convey unto THOR. H. WARREN, 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 GUY M. HUNT AND WIFE, HATTIE CHEEK HUNT, 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 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 GUY M. HUNT AND WIFE, HATTIE CHEEK HUNT, 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 sotuh 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 GUY M. HUNT AND WIFE, HATTIE CHEEK HUNT, 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 THOS. H. WARREN 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 B. B. BOYD AND WIFE, KATHRINE BOYD and GUY M. HUNT AND WIFE, HATTIE CHEEK HUNT, hereunto set our hands at NASHVILLE, Tennessee, this the 13TH day of JULY, 19 31:

B. B. BOYD
KATHERINE BOYD
GUY M. HUNT
HATTIE CHEEK HUNT

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, WILEY C. WILSON, a Notary Public in and for said County and State, the within-named GUY M. HUNT AND WIFE, HATTIE CHEEK HUNT the bargainor S, with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And HATTIE CHEEK HUNT, wife of the said GUY M. HUNT having appeared before me privately and apart from HER husband, the said HATTIE CHEEK HUNT, acknowledged the execution of the said instrument to have been done by HER freely, voluntarily, and understandingly, without compulsion or constraint from HER said husband, and for the purposes therein expressed.

Witness my hand and official seal at NASHVILLE, Tennessee, this 16 day of JULY, 1931.
My commission expires on the 16 day of JULY, 1934. (Seal) WILEY C. WILSON
Notary Public.

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, T. B. BOYD, a Notary Public in and for said County and State, the within-named B. B. BOYD AND WIFE, KATHERINE BOYD the bargainor S, with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And KATHRINE BOYD, wife of the said B. B. BOYD having appeared before me privately and apart from HER husband, the said KATHRINE BOYD, acknowledged the execution of the said instrument to have been done by HER freely, voluntarily, and understandingly, without compulsion or constraint from HER said husband, and for the purposes therein expressed.

Witness my hand and official seal at NASHVILLE, Tennessee, this 15 day of JULY, 1931.
My commission expires on the 16 day of MAY, 1935. (Seal) T. B. BOYD
Notary Public.

RECEIVED JULY 17, 1931 AT 11:05 A. M.