NUMBER 6402 RECORDED JULY 23RD, 1931 MRS. AUGUSTA H. KEMP, ET AL, TO E. C. BIEDERMAN, ET UX.

INSTALLMENT DEED

FOR AND IN CONSIDERATION of the sum of SEVEN HUNDRED FIFTY ($750.00) AND NO/100 DOLLARS of which ONE HUNDRED FIVE ($105.00) AND NO/100 DOLLARS has been paid in cash by E. C. BIEDERMAN AND WIFE MILDRED C. BIEDERMAN, receipt of which is hereby acknowledged, and for the remainder SIX HUNDRED FORTYF FIVE (-645.00) AND NO/100 DOLLARS the said E. C. BIEDERMAN AND WIFE MILDRED C. BIEDERMAN, HAVE EXECUTED THEIR FORTY -THREE JOINT PROMISSORY NOTES OF EVEN DATE HEREWITH IN THE SUM OF $16.60 EACH PAYABLE TO THE ORDER OF LILLIE H. MAYFIELD. THERE IS NO INTEREST EXCEPT AFTER MATURITY OF EACH NOTE AS THE SAME HAS BEEN ADDED INTO THE FACE THEREOF, THE FIRST ONE OF SAID NOTES FALLS DUE MAY 1, 1931 AND THE OTHERS MONTHLY THEREAFTER

X STATE OF TENNESSEE
COUNTY OF DAVIDSON..

PERSONALLY APPEARED BEFORE ME E.B. WALTON A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE THE WITHIN NAMED MRS. LILLIE H. MAYFIELD WIFE OF G. R. MAYFIELD, AND E. C. BIEDERMAN AND WIFE MILDRED C.BIEDERMAN THE BARGAINORS WITH WHOM I AM PERSONALLX ACQUAINTED AND WHO ACKNOWLEDGED THAT THEY EXECUTED THE WITHIN INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED. AND MRS. LILLIE H. MAYFIELD AND MILDRED C. BIEDERMAN WIVES, OF THE SAID G. R. MAYFIELD, AND E. C. BIEDERMAN, HAVING APPEARED BEFORE ME PRIVATELY AND APART FROM THEIR HUSBANDS THE SAID MRS. LILLIE H. MAYFIELD AND MILDRED C. BIEDERMAN 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 17 DAY OF APRIL, 1931
(SEAL) E. B. WALTON, NOTARY PUBLIC

MY COM EX April 8 1933.

all of said notes 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. AUGUSTA H. KEMP. WIFE OF JOHN F. KEMP, CLARA W. HASSLOCK, UNMARRIED ,L.W. HASSLOCK, AND MRS, LILLIE H. MAYFIELD, WIFE OF G. R. MAYFIELD, have this day bargained and sold, and do hereby transfer and convey, unto the said E. C. BIEDERMAN AND WIFE MILDRED C. BIEDERMAN THEIR heirs and assigns, certain real estate in Davidson County, Tennessee, as follows: THE NORTHERLY 30 FEET OF LOT NO. 33 IN ISAAC PAUL'S ELYSIAN GROVE PLAN OF LOTS AS OF RECORD IN PLAN BOOK NO.1. PAGE 134 CHANCERY COURT AT NASHVILLE. SAID PART OF SAID LOT NO. 33 FRONTS 30 FEET ON THE EASTERLY SIDE OF THIRD AVENUE NORTH, FORMERLY COLLEGE STREET AND RUNS BACK BETWEEN PARALLEL LINES, 135, FEET MORE OR LESS TO AN ALLEY. BEING THE SAME PROPERTY CONVEYED TO MRS. AUGUSTA C. WHORLEY BY DEED FROM A. H. DOUGLAS DATED DECEMBER 28, 1896, AND OF RECORD IN BOOK 215, PAGE 102, SAID REGISTER'S OFFICE AND DEVISED TO THE UNDERSIGNED BY THE LAST WILL AND TESTAMENT OF THEESAID MRS. AUGUSTA C. WHORLEY, WHICH APPEARES OF RECORD IN WILL BOOK 44, PAGE 374, COUNTY COURT FOR SAID COUNTY. PURCHASERS ASSUME AND AGREE TO PAY TAXES FOR THE YEAR 1931 .

X
STATE OF TEXAS,
BAYLOR COUNTY

PERSONALLY APPEARED BEFORE ME E. A. FANCHER, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE THE WITHIN NAMED MRS. AUGUSTA H. KEMP WIFE OF JOHN F. KEMP THE BARGAINOR WOTH WHOM I AM PERSONALLY ACQUAINTED AND WHO ACKNOWLEDGED THAT SHE EXECUTED THE WITHIN INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED. AND MRS. AUGUSTA H. KEMP WIFE OF THE SAID JOHN F. KEMP HAVING APPEARED BEFORE ME PRIVATELY AND PART FROM HER HUSBAND THE SAID MRS. AUGUSTA H. KEMP ACKNOWLEDGED THE EXECUTION OF THE SAID INSTRUMENT TO HAVE BEEN DONE BY HER FREELY VOLUNTARILY AND UNDERSTANDINGLY, WITHOUT COMPULSION OR CONSTRAINT FROMHER SAID HUSBAND AND FOR THE PURPOSES THEREIN EXPRESSED. WITNESS MY HAND AND OFFICIAL SEAL AT SEYMOUR, TEXAS, THIS 6TH DAY OF APRIL, 1931
(SEAL) E. A. FANCHER, NOTARY PUBLIC

MY COM. _____.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said E. C. BIEDERMAN AND WIFE MILDRED C. BIEDERMAN 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 E. C. BIEDERMAN AND WIFE MILDRED C. BIEDERMAN 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 E. C. BIEDERMAN

do hereby transfer and convey unto G. R. MAYFIELD., 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 E. C. BIEDERMAN AND WIFE MILDRED C. BIEDERMAN, 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 $ 800.00 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 E. C. BIEDERMAN AND WIFE MILDRED C. BIEDERMAN, 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 E. C. BIEDERMAN AND WIFE MILDRED C. BIEDERMAN 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 G. R. MAYFIELD, 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 MRS. AUGUSTA H. KEMP. CLARA W. HASSLOCK , L.W. HASSLOCK and MRS. LILLIE H. MAYFIED, AND E. C. BIEDERMAN AND WIFE MILDRED C. BIEDERMAN, hereunto set our hands at NASHVILLE, , Tennessee, this the 1 day of APRIL, 1931.

MRS. AUGUSTA H. KEMP,
CLARA W. HASSLOCK,
L. W. HASSLOCK,
LILLIE H. MAYFIELD,
E. C. BIEDERMAN
MILDRED C. BIEDERMAN

STATE OF GEORGIA COUNTY. BALDWIN

Personally appeared before me, L..S FOWLER, , a Notary Public in and for said County and State, the within-named CLARA W. HASSLOCK, UNMARRIED the bargainor , with whom I am personally acquainted, and who acknowledged that SHE 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 MILLEDGEVILLE, GEORGIA this 9TH day of APRIL , 1931.
My commission expires on the 29TH day of MARCH , 1934. (Seal) L.S. FOWLER,
Notary Public.

STATE OF NEW HAMPSHIRE COUNTY. HILLSBORO

Personally appeared before me E. BYRON BARTLETT, , a Notary Public in and for said County and State, the within-named L. W. HASSLOCK the bargainor , with whom I am personally acquainted, and who acknowledged that HE 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 MANCHESTER NEW HAMPSHIRE this 13TH day of APRIL , 1931.
My commission expires on the 28 day of NOV. , 1931. (Seal) E.BYRON BARTLETT
Notary Public.

SEE OPPOSITE PAGE FOR EXTRA ACKNOWLEDGEMENTS
REC'D JULY 22ND, 1931 AT 1.03 PM