NO. 62905 RECORDED AUGUST 8, 1930. L.H.HARDAWAY TO T.C.BELL ET UX.

INSTALLMENT DEED

FOR AND IN CONSIDERATION of the sum of SEVEN THOUSAND ($7000.00) AND NO/100 DOLLARS of which ONE THOUSAND FIVE HUNDRED FORTY FOUR ($1544.00) & NO/100 DOLLARS has been paid in cash by THOMAS CODY BELL AND WIFE CORA ELEANOR BELL, receipt of which is hereby acknowledged, and for the remainder NAMELY: FIVE THOUSAND FOUR HUNDRED FIFTY-SIX ($5456.00) AND NO/100 DOLLARS the said THOMAS CODY BELL AND WIFE, CORA ELEANOR BELL HAVE ASSUMED AND AGREE TO PAY A NOTE IN THE SUM OF $3000.00, HELD BY THOS.W.WRENNE & CO., AS FIRST MORTGAGE ON THE PROPERTY HEREINAFTER DESCRIBED AND FOR THE REMAINDER, NAMELY, $2456.00, THE SAID THOS.CODY BELL AND WIFE, CORA ELEANOR BELL HAVE EXECUTED AND DELIVERED TO L.H.HARDAWAY THEIR 70 JOINT LIEN PROMISSORY NOTES PAYABLE TO HIS ORDER; THE FIRST ONE OF SAID NOTES BEING FOR THE SUM OF $42.28, AND EACH SUCCEEDING 19 NOTES BEING FOR AN AMOUNT .15 LESS THAN THE PRECEDING NOTE; THE 21ST NOTE BEING FOR THE SUM OF $43.28 AND EACH SUCCEEDING 19 NOTES RESPECTIVELY HEREAFTER BEING FOR AN AMOUNT .17 LESS THAN THE PRECEDING NOTE; THE 41ST NOTE BEING FOR THE SUM OF $43.88 AND EACH SUCCEEDING 19 NOTES RESPECTIVELY THEREAFTER BEING FOR AN AMOUNT .19 LESS THAN THE PRECEDING NOTE; THE 61ST NOTE BEING FOR THE SUM OF $44.08 AND EACH SUCCEEDING NOTE RESPECTIVELY THEREAFTER BEING FOR AN AMOUNT .21 LESS THAN THE PRECEDING NOTE EXCEPT THE 70TH OR LAST NOTE WHICH IS FOR THE SUM OF $38.19; AND NONE OF SAID NOTES BEARING INTEREST EXCEPT AFTER MATURITY, THE INTEREST BEING COMPUTED AND ADDED INTO THE FACE OF EACH NOTE. AND THE FIRST ONE OF SAID NOTES FALLING DUE ON OR BEFORE THE 15TH DAY OF AUGUST, 1930, AND THE OTHERS, ONE, ON OR BEFORE THE 15TH DAY OF EACH AND EVERY SUCCEEDING MONTH RESPECTIVELY THEREAFTER UNTIL ALL MATURE.

I declare that I am the true and lawful holder of 70 notes of even date herewith, secured by the instrument within recorded, and hereby acknowledge the satisfaction thereof and discharge of the lien to secure the same. This 22 day of June 1933.

Attest: [signature] DEPUTY REGISTER

all of said notes ~~bearing six per cent interest from date paid~~ 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, L.H.HARDAWAY AND WIFE, DAISIE GUPTON HARDAWAY,

have this day bargained and sold, and do hereby transfer and convey, unto the said THOMAS CODY BELL AND WIFE, CORA ELEANOR BELL, -- heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

BEING THE EASTERLY 50 FEET OF THE NORTHERLY 140 FEET OF LOT NO. 25 ON THE MAP OF BELAIR, AS OF RECORD IN BOOK 332, PAGE 6, REGISTERS OFFICE FOR SAID COUNTY.

SAID PART OF LOT NO.25 FRONTS 50 FEET ON THE SOUTHERLY SIDE OF WESTWOOD AVENUE AND RUNS BACK BETWEEN PARALLEL LINES, WITH THE WESTERLY MARGIN OF 28TH AVENUE SOUTH, 140 FEET TO A DEAD LINE. BEING PART OF THE SAME PROPERTY CONVEYED TO L.H.HARDAWAY, BY DEED FROM L.R.CAMPBELL, OF RECORD IN BOOK 790, PAGE 200, SAID REGISTERS OFFICE.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said THOS.CODY BELL AND WIFE, CORA ELEANOR BELL, ,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. EXCEPT AS ABOVE MENTIONED AND 1930 TAXES, WHICH ARE TO BE PRO RATED.

WE further covenant and bind OURSELVES, OUR heirs and representatives, to warrant and forever defend the title to said real estate to said THOMAS CODY BELL AND WIFE, CORA ELEANOR BELL, 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 THOMAS CODY BELL AND WIFE, CORA ELEANOR BELL, do hereby transfer and convey unto HENRY E.SMITH, , Trustee, his successors and assigns, the real estate herein before described, with the appurtenances, estate, title, and interest thereto belonging, for the purposes aforesaid only.

WE, the said THOMAS CODY BELL AND WIFE CORA ELEANOR BELL, 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 $ 5000.00 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 CODY BELL AND WIFE, CORA ELEANOR BELL, 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 south door of the Courthouse in said county to the highest bidder, for cash, at public outcery, 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 THOMAS CODY BELL AND WIFE, CORA ELEANOR BELL, 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. HENRY E.SMITH,

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 L.H.HARDAWAY AND WIFE, DAISIE GUPTON HARDAWAY and THOMAS CODY BELL AND WIFE, CORA ELEANOR BELL, hereunto set our hands at NASHVILLE, Tennessee, this the 12 day of JUNE, 1930.

L.H.HARDAWAY
DAISIE GUPTON HARDAWAY
THOMAS CODY BELL
CORA ELEANOR BELL

ACKNOWLEDGMENT BEFORE NOTARY PUBLIC

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, GRACE DAWSON, a Notary Public in and for said County and State, the within-named L.H.HARDAWAY AND WIFE, DAISIE GUPTON HARDAWAY AND THOMAS CODY BELL AND WIFE, CORA ELEANOR BELL the bargainors, with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And DAISIE GUPTON HARDAWAY AND CORA ELEANOR BELL, wives of the said THOMAS CODY BELL AND L.H.HARDAWAY, having appeared before me privately and apart from THEIR husbands, the said DAISIE GUPTON HARDAWAY AND CORA ELEANOR BELL, 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 25TH day of JUNE, 1930.

My commission expires on the 12 day of OCT., 1931. (Seal) GRACE DAWSON, Notary Public.

RECD AUG 6, 1930 AT 10.35 A M