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NO. 64878 RECORDED SEPT. 29, 1930. MARY J. DOUGLAS ET AL. TO HARRY W. BEAZLEY ET UX

INSTALLMENT DEED

FOR AND IN CONSIDERATION of the sum of FIFTY-SEVEN HUNDRED FIFTY & NO/100THS. ($5,750.00) DOLLARS
of which SEVEN HUNDRED FIFTY & NO/100THS ($750.00) DOLLARS has been paid in cash by
HARRY W. BEAZLEY AND WIFE, CLARA K. BEAZLEY, receipt of which is hereby acknowledged, and for the remainder
FIVE THOUSAND & NO/100THS ($5,000.00) DOLLARS
the said HARRY W. BEAZLEY AND WIFE, CLARA K. BEAZLEY
HAVE THIS DAY ASSUMED AND AGREED TO PAY AN INDEBTEDNESS OF $3,500.00 DATED MAY 1, 1927, PAYABLE $125.00 ON THE LIST DAY OF NOV. 1930, AND $125.00 SEMI-ANNUALLY THEREAFTER UNTIL MAY 1, 1939, WHEN THE BALANCE OF $1,375.00 IS PAYABLE, WITH INTEREST FROM DATE HEREOF AT 6%, PAYABLE SEMI-ANNUALLY, SECURED BY DEED OF TRUST TO R. W. MCLEMORE, TRUSTEE, OF RECORD IN BOOK 687, PAGE 205, R.O.D.C. TENNESSEE., ALSO THE REMAINDER OF SIXTEEN (16) NOTES, OF AN ORIGINAL SERIES OF NOTES DATED JULY 7, 1927, DUE MONTHLY BEGINNING NOV. 7, 1930, THE FIRST ONE OF WHICH IS IN THE SUM OF $43.20, AND EACH SUCCEEDING NOTE IS IN THE SUM OF TWENTY CENTS LESS THAN THE PRECEDING NOTE, WITH INTEREST AFTER MATURITY, SECURED BY LIEN RETAINED IN DEED RECORDED IN BOOK 784, PAGE 54, R.O.D.C. TENN., TO WHICH REFERENCE IS HERE MADE. FOR REMAINDER $860.00, THE SAID HARRY W. BEAZLEY AND WIFE, CLARA K. BEAZLEY HAVE THIS DAY EXECUTED AND DELIVERED THEIR TWENTY-TWO JOINT PROMISSORY NOTES, OF EVEN DATE HEREWITH, PAYABLE TO THE ORDER OF MARY J. DOUGLAS. THE FIRST 21 OF SAID NOTES ARE IN THE SUM OF $40.00 EACH, AND THE 22ND NOTE IS IN THE SUM OF $20.00, THE FIRST ONE OF SAID NOTES BEING PAYABLE ON OR BEFORE MARCH 7, 1932, AND ONE MONTHLY AND CONSECUTIVELY THEREAFTER UNTIL ALL OF SAID NOTES MATURE,

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, MARY J. DOUGLAS AND HUSBAND, H. STEWART DOUGLAS,

have this day bargained and sold, and do hereby transfer and convey, unto the said HARRY W. BEAZLEY AND WIFE, CLARA K. BEASLEY, THEIR heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

BEING LOT NO. 41 ON THE PLAT OF PONTOTOC SUBDIVISION, AS OF RECORD IN BOOK 547, PAGE 113, REGISTER'S OFFICE FOR SAID COUNTY.

SAID LOT NO. 41 FRONTS 60 FEET ON THE SOUTHERLY SIDE OF EARLY AVENUE, AND RUNS BACK BETWEEN PARALLEL LINES 157 FEET TO A DEAD LINE.

BEING THE SAME PROPERTY CONVEYED TO MARY J. DOUGLAS BY DEED FROM A. K. HEAD AND WIFE, OF RECORD IN BOOK 784, PAGE 54, SAID REGISTER'S OFFICE.

THE ABOVE DESCRIBED PROPERTY IS CONVEYED UNTO THE SAID HARRY W. BEAZLEY AND WIFE, CLARA K. BEAZLEY, SUBJECT TO THE RESTRICTIVE COVENANTS CONTAINED IN DEED FROM GEORGE T. FINEGAN AND WIFE, TO A. K. HEAD, OF RECORD IN BOOK 741, PAGE 48, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENN.

THE PURCHASERS ASSUME AND AGREE TO PAY THE TAXES ASSESSED AGAINST SAID PROPERTY FOR THE YEAR 1930, THE SAME HAVING BEEN PRO-RATED AS OF DATE HEREOF.

I hereby certify that this is a true and lawful holder of the claim secured by the instrument within and the same is fully paid, and hereby acknowledge the satisfaction thereof and discharge of the lien to secure the same in full. This ____ day of ____, 1930.

Register, Davidson County, Tenn.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said HARRY W. BEAZLEY AND WIFE, CLARA K. BEAZLEY, 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 HEREINBEFORE SET OUT.

WE further covenant and bind OURSELVES, OUR heirs and representatives, to warrant and forever defend the title to said real estate to said HARRY W. BEAZLEY AND WIFE, CLARA K. BEAZLEY,. 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 HARRY W. BEAZLEY AND WIFE, CLARA K. BEAZLEY

do hereby transfer and convey unto R. W. BRATTON, 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 HARRY W. BEAZLEY AND WIFE, CLARA K. BEAZLEY, 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 $ 5,000.00 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 HARRY W. BEAZLEY AND WIFE, CLARA K. BEAZLEY, 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 OR SIXTY DAYS THEREAFTER 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 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 HARRY W. BEAZLEY AND WIFE, CLARA K. BEAZLEY, OR 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 R. W. BRATTON 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 MARY J. DOUGLAS AND HUSBAND, A. STEWART DOUGLAS, and HARRY W. BEAZLEY AND WIFE, CLARA K. BEAZLEY, hereunto set our hands at NASHVILLE, Tennessee, this the 25 day of SEPTEMBER, 1930.

MARY J. DOUGLAS
H. STEWART DOUGLAS
HARRY W. BEAZLEY
CLARA K. BEAZLEY

ACKNOWLEDGMENT BEFORE NOTARY PUBLIC

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, H. N. GRAVES, JR., a Notary Public in and for said County and State, the within-named MARY J. DOUGLAS AND HUSBAND, H. STEWART DOUGLAS, AND HARRY W. BEAZLEY AND WIFE, CLARK K. BEAZLEY the bargainor S, with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And MARY J. DOUGLAS AND CLARA K. BEAZLEY, H. STEWART DOUGLAS AND HARRY W. BEAZLEY, wi VES of the said having appeared before me privately and apart from THEIR husband S, the said MARY J. DOUGLAS AND CLARA K. BEAZLEY, 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 26TH day of SEPT. 1930.

My commission expires on the 11 day of OCTOBER, 1930.

(Seal) H. N. GRAVES, JR.
Notary Public.

RECEIVED SEPT. 27, 1930, AT 11:11 A. M.