NO. 3504 RECORDED MAY 4, 1934 L. H. HARDAWAY ET UX TO ~~ERX~~ M. R. BOYD ET UX.

INSTALLMENT DEED

FOR AND IN CONSIDERATION of the sum of FIVE THOUSAND THREE HUNDRED ($5300.00) AND NO/100 DOLLARS of which ONE THOUSAND ONE HUNDRED FIFTY ($1150.00) AND NO/100 DOLLARS has been paid in cash by M. R. BOYD AND WIFE, KATHLEEN BOYD, receipt of which is hereby acknowledged, and for the remainder PART OF DOLLARS ~~XXXXXXXX~~ the said M. R. BOYD AND WIFE KATHLEEN BOYD ASSUME AND AGREE TO PAY THE BALANCE OF $3000.00 OF A PRINCIPAL INDEBTEDNESS OF $3500.00 DATED SEPT. 1, 1930 AND DUE THREE YEARS AFTER DATE WITH INTEREST AND SECURED BY DEED OF TRUST MADE BY L. H. HARDAWAY AND WIFE TO W. H. HAYNES TRUSTEE, OF RECORD IN BOOK 863, PAGE 75, REGISTERS OFFICE FOR DAVIDSON COUNTY, TENNESSEE; AND FOR THE REMAINDER THE SAID M. R. BOYD AND WIFE, KATHLEEN BOYD HAVE EXECUTED THEIR THIRTY-THREE JOINT PROMISSORY NOTES OF EVEN DATE HEREWITH, THE FIRST THIRTY TWO BEING FOR THE PRINCIPAL SUM OF $35.00 EACH AND THE LAST ONE FOR THE PRINCIPAL SUM OF $30.00, BUT THE INTEREST HAS BEEN COMPUTED AND ADDED INTO THE FACE OF EACH NOTE MAKING THE FIRST NOTE FOR $40.75 AND EACH SUCCEEDING NOTE DECREASING 17 AND 18 CENTS ALTERNATELY EACH MONTH, EXCEPT THE LAST NOTE WHICH IS FOR $30.15 THE FIRST ONE OF SAID SERIES OF NOTES FALLING DUE MAY 24, 1931 AND THE OTHERS MONTHLY THEREAFTER AND PAYABEL TO THE ORDER OF L. H. HARDAWAY,

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, L. H. HARDWAY AND WIFE, DAISIE GUPTON HARDWAY have this day bargained and sold, and do hereby transfer and convey, unto the said M. R. BOYD AND WIFE, KATHLEEN BOYD THEIR, heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

BEING THE SOUTHERLY 52 FEET OF THE NORTHERLY 192 FEET OF LOT NO. 25 ON THE PLAN OF BELAIR AS OF RECORD IN BOOK 332, PAGE 6, REGISTERS OFFICE FOR SAID COUNTY.

SAID PART OF SAID LOT NO. 25 FRONTS 52 FEET ON THE WEST SIDE OF 28TH AVENUE SOUTH, AND RUNS BACK BETWEEN PARALLEL LINES 200 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.

Purchasers assume and agree to pay taxes for the year 1931

I declare that I am the true and lawful holder of [illegible] secured by the instrument [illegible] and discharge of the [illegible]

Attest: [illegible]

[illegible] 23 [illegible] 995

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said M. R. BOYD AND WIFE, KATHLEEN BOYD, THEIR heirs and assigns, forever, WE covenant that WE A RE lawfully seized and possessed of said real estate in fee simple, have good right to convey it, and that the same is unencumbered.

WE further covenant and bind OURSELVES, ~~their~~ s and representatives, to warrant and forever defend the title to said real estate to said M. R. BOYD AND WIFE, KATHLEEN BOYD 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 M. R. BOYD AND WIFE, KATHLEEN BOYD do hereby transfer and convey unto L. O. HARDAWAY, 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 M. R. BOYD AND WIFE, KATHLEEN BOYD, 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 M. R. BOYD AND WIFE, KATHLEEN BOYD, 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 sucessor 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 in 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 M. R. BOYD AND WIFE, KATHLEEN BOYD, 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 sucessor to execute this trust by any instrument in writing, to be recorded in the Register's Office for Davidson County, Tennessee, and the title herein conveyed to L. O. HARDAWAY 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 L. H. HARDAWAY AND WIFE, DAISIE GUPTON HARDAWAY and M. R. BOYD AND WIFE, KATHLEEN BOYD, hereunto set our hands at NASHVILLE, Tennessee, this the 24 day of APRIL, 193 1.

L. H. HARDAWAY
DAISIE GUPTON HARDAWAY
M. R. BOYD
KATHLEEN BOYD

ACKNOWLEDGMENT BEFORE NOTARY PUBLIC

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, W. T. GAITHER, a Notary Public in and for said County and State, the within named L. H. HARDAWAY AND WIFE DAISIE GUPTON HARDAWAY AND M. R. BOYD AND WIFE KATHLEEN 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 DAISIE GUPTON HARDAWAY AND KATHLEEN BOYD, wi VES of the said L. H. HARDAWAY AND M. R. BOYD having appeared before me privately and apart from THEIR husband S, the said DAISIE GUPTON HARDAWAY AND KATHLEEN BOYD, 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 25TH day of APRIL, 193 1

My commission expires on the 11TH day of OCT., 193 2. (Seal)

RECEIVED ~~XXXXXX~~ MAY 2, 1931 AT 11;41 A. M.

W. T. GAITHER
Notary Public.

STEGER-MILLER, NASHVILLE