NO. 6220 RECORDED JULY 18, 1931 L. H. HARDAWAY ET UX TO JOHN W. GREER, ET UX

INSTALLMENT DEED

FOR AND IN CONSIDERATION of the sum of ($5000.00) FIVE THOUSAND AND NO/100 DOLLARS of which THREE HUNDRED AND NO/100 DOLLARS has been paid in cash by JOHN W. GREER, AND MAUDE E. GREER, receipt of which is hereby acknowledged, and for the remainder FORTY SEVEN HUNDRED AND NO/100 DOLLARS the said JOHN W. GREER AND MAUDE E. GREER, HAVE ASSUMED THE PAYMENT OF A MORTGAGE DEBT RESTING ON THIS PROPERTY FOR $3250.00, DATED SEPTEMBER 1ST 1930 AND DUE THREE YEARS AFTER DATE BEARING SEMI-ANNUAL INTEREST. SEE RECORD OF TRUST DEED SECURING THIRD NATIONAL COMPANY IN BOOK 863, PAGE 76, REGISTER'S OFFICE DAVIDSON COUNTY, TENNESSEE. VENDEES HAVE FURTHER EXECUTED THEIR 35 JOINT PROMISSORY NOTES, THE PRINCIPAL EACH OF $40.00, AND ONE NOTE FOR $50.00 UPON WHICH 36 NOTES THE INTEREST HAS BEEN COMPUTED AND WRITTEN INTO THEIR FACE, DUE MONTHLY AND CONSECUTIVELY BEGINNING WITH THAT ONE DUE AUGUST 16TH 1931. THE FIRST NOTE BEING FOR $47.25, AND REDUCED EACH MONTH BY 20 CENTS. THE SAID NOTES (36) ARE PAYABLE TO THE ORDER OF E. B. HIGGINBOTHAM.

I declare that I am the true and lawful holder of the claim secured by the instrument within recorded, and hereby acknowledge the said claim to be fully paid and discharged. This 31 day of July, 1931

Attest: [illegible] DEPUTY REGISTER

MATURITY

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. HARDAWAY AND WIFE DAISY G. HARDAWAY, have this day bargained and sold, and do hereby transfer and convey, unto the said JOHN W. GREER AND MAUDE E. GREER, THEIR heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

BEING THE EASTERLY 50 FEET OF THE WESTERLY 100 FEET OF THE NORTHERLY 140 FEET OF LOT NO. 25, ON THE PLAN OF BELAIR, AS FOUND OF RECORD IN THE OFFICE OF THE REGISTER FOR DAVIDSON COUNTY, TENNESSEE IN BOOK NO. 332, AT PAGE 6.
THE SAID PART OF LOT NO. 25, FRONTS FIFTY FEET ON THE SOUTHERLY SIDE OF WESTWOOD AVENUE, AND RUNS BACK BETWEEN PARALLEL LINES ONE HUNDRED AND ~~FORTY~~ Forty FEET TO AN ALLEY.
ON THE SAID LOT THERE IS A BRICK DWELLING KNOWN ON THE SAID WESTWOOD AVENUE BY CITY HOUSE NO. AS 2805.
FOR TITLE REFERENCE IS HERE MADE TO THE DEED OF L. R. CAMPBELL TO L. H. HARDAWAY AS FOUND OF RECORD IN BOOK NO. 790, PAGE 200 AFORESAID REGISTER'S OFFICE.
THE TAXES ON THE WITHIN PROPERTY FOR THE YEAR 1931 ARE ASSUMED IN THIS CONVEYANCE BY THE PURCHASERS.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said JOHN W. GREER AND WIFE MAUDE E. GREER, 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 unencumbered. EXCEPT AS STATED. WE further covenant and bind OURSELVES, OUR heirs and representatives, to warrant and forever defend the title to said real estate to said JOHN W. GREER AND MAUDE E. GREER 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 JOHN W. GREER AND MAUDE E. GREER, HIS WIFE do hereby transfer and convey unto F. I. CHERRY, 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 JOHN W. GREER AND MAUDE GREER, 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 $ 4000.00 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 JOHN W. GREER AND MAUDE E. GREER, 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 JOHN W. GREER AND MAUDE E. GREER, 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 F. I. CHERRY 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 DAISY G. HARDAWAY, and JOHN W. GREER AND MAUDE E. GREER, hereunto set our hands at NASHVILLE, Tennessee, this the 16TH day of JULY, 1931.

L. H. HARDAWAY
DAISY G. HARDAWAY
JOHN W. GREER
MAUDE E. GREER

ACKNOWLEDGMENT BEFORE NOTARY PUBLIC

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, IRVINE G. CHASE, a Notary Public in and for said County and State, the within named L. H. HARDAWAY AND WIFE DAISY G. HARDAWAY AND JOHN W. GREER AND WIFE MAUDE E. GREER the bargainor S, with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And DAISY G. HARDAWAY AND MAUDE E. GREER, wiVES of the said L. H. HARDAWAY AND JOHN W. GREER RESPECTIVELY having appeared before me privately and apart from THEIR husband S, the said DAISY G. HARDAWAY AND MAUDE E. GREER, 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 16TH day of JULY, 1931.

My commission expires ~~xxxxx~~ JULY 17, 1934. (Seal) IRVINE G. CHASE

Notary Public.

RECEIVED JULY 17, 1931 AT 3:15 P. M.

STEGER-MILLER, NASHVILLE