NO. 6326 RECORDED JULY 22, 1931. FLAVIOUS R. HESTER ET UX TO JOHN D. BIRCHETT ET UX.

# INSTALLMENT DEED

FOR AND IN CONSIDERATION of the sum of ONE THOUSAND FIVE HUNDRED FORTY ($1540.00) AND NO/100 / DOLLARS of which ONE HUNDRED ($100.00) AND NO/100 DOLLARS has been paid in cash by JOHN D. BIRCHETT, , receipt of which is hereby acknowledged, and for the remainder ONE THOUSAND FOUR HUNDRED FORTY ($1440.00) AND NO/100 DOLLARS the said JOHN D. BIRCHETT

HAS EXECUTED HIS ONE HUNDRED TWENTY NOTES OF EVEN DATE HEREWITH FOR THE PRINCIPAL SUM OF $12.00 EACH, BUT THE INTEREST HAS BEEN CALCULATED AND AVERAGED AND ADDED IN TO THE FACE OF EACH NOTE MAKING EACH NOTE FOR $15.60, FALLING DUE MONTHLY BEGINNING AUGUST 15, 1931, AND PAYABLE TO THE ORDER OF FLAVIOUS R. HESTER.

all of said notes bearing six per cent interest from MATURITY 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, FLAVIOUS R. HESTER AND WIFE, MAYME W. HESTER

have this day bargained and sold, and do hereby transfer and convey, unto the said

JOHN D. BIRCHETT, AND WIFE, JOSIE MAI BIRCHETT, THEIR heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

BEING LOT NO. 22 ON THE MAP OF THE SUBDIVISION OF THE G. P. ROSE PROPERTY , AS OF RECORD IN BOOK 547, PAGE 74, REGISTER'S OFFICE FOR SAID COUNTY.

SAID LOT NO. 22 FRONTS 53 FEET ON THE NORTHERLY SIDE OF AN UNNAMED STREET AND RUNS BACK BETWEEN PARALLEL LINES, 170 FEET TO A DEAD LINE.

BEING THE SAME PROPERTY CONVEYED TO F. R. HESTER AND WIFE BY DEED FROM C. M. SCRUGGS AND WIFE OF RECORD IN BOOK 872, PAGE 132 REGISTER'S OFFICE FOR SAID COUNTY.

TAXES FOR THE YEAR 1931 ASSUMED BY PURCHASER.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said JOHN D. ~~BIRCHETT~~ Birchett AND WIFE, JOSIE MAI BURCHETT, 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.

WE further covenant and bind OURSELVES, OUR heirs and representatives, to warrant and forever defend the title to said real estate to said JOHN D. BIRCHETT AND WIFE, JOSIE MAI BIRCHETT, 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 D. BIRCHETT AND WIFE, JOSIE MAI BIRCHETT,

do hereby transfer and convey unto FRANK GUODSON , 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 D. BIRCHETT AND WIEE, JOSIE MAI BIRCHETT, , 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 $ 1000.00 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 D. BIRCHETT AND WIFE, JOSIE MAI BIRCHETT , 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 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 JOHN D. BIRCHETT AND WIFE, JOSIE MAI BIRCHETT, 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 FRANK GOODSON 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 FLAVIOUS R.HESTER AND WIFE, MAYME W. HESTER, and JOHN D. BIRCHETT AND WIFE, JOSIE MAI BIRCHETT, , hereunto set our hands at NASHVILLE , Tennessee, this the 29 day of JUNE, 1931. XXXX .

WITNESS: RUBY MCGOWN
WITNESS: LUCY M. FOSTER

FLAVIOUS R. HESTER
MAYME W. HESTER
JOHN D. BIRCHETT
JOSIE MAI X BIRCHETT
MARK

## ACKNOWLEDGMENT BEFORE NOTARY PUBLIC

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, WADE SAIN , a Notary Public in and for said County and State, the within named FLAVIOUS R. HESTER AND WIFE, MAYME W. HESTER+ John D Birchett and wife Josie Mai Birchett the bargainor S , with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And MAYME W. HESTER AND JOSIE MAI BIRCHITT , WIVES of the said FLAVIOUS R. HESTER AND JOHN D. BIRCHETT having appeared before me privately and apart from THEIR husband S , the said MAYME W. HESTER AND JOSIE MAI BIRCHETT , 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 29 day of JUNE , 1931

My commission expires on the 4 day of MAY , 1932 (Seal) WADE SAIN

Notary Public.

RECEIVED JULY 21, 1931, AT 2:45 P. M.

STEGER-MILLER, NASHVILLE