NUMBER 75275 RECORDED AUG. 20, 1936. W. T. SELLEY, ET UX TO HIRAM HARTSFIELD, ET UX.

INSTALLMENT DEED

For and in Consideration of the sum of FIVE HUNDRED AND SEVENTY-FIVE ($575.00) DOLLARS
of which THIRTY-TWO AND 45/100 ($32.45) DOLLARS has been paid in cash by
HIRAM HARTSFIELD AND WIFE, SALLIE HARTSFIELD, receipt of which is hereby acknowledged, and for the remainder
FIVE HUNDRED AND FORTY-TWO AND 55/100 ($542.55) DOLLARS
the said HIRAM HARTSFIELD AND WIFE, SALLIE HARTSFIELD

HAVE THIS DAY EXECUTED TO W. T. SELLEY THEIR ONE HUNDRED AND EIGHT (108) PROMISSORY NOTES; THE FIRST 107 OF SAID NOTES BEING IN THE SUM OF FIVE ($5.00) DOLLARS EACH AND ONE, THE LAST, IN THE SUM OF SEVEN AND 55/100 ($7.55) DOLLARS.

THE FIRST OF SAID NOTES FALLS DUE JUNE 15TH., 1936 AND ONE ON THE 15TH. DAY OF EACH MONTH THEREAFTER UNTIL ALL BECOME DUE AND PAYABLE, AND

I declare that I am the true and lawful holder of the within instrument for the purpose of collection and that I know the said W. T. Selley to be the collector of the lien thereon.

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, W. T. SELLEY AND WIFE, CALLIE SELLEY,
have this day bargained and sold, and do hereby transfer and convey, unto the said HIRAM HARTSFIELD AND SALLIE HARTSFIELD, THEIR heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

BEING LOT NO. 8 IN DR. O. H. MENEES' SUBDIVISION OF LOTS 32, 33 & 34 IN B. MONAIRY'S PLAN OF SAID SUBDIVISION BEING OF RECORD IN BOOK 57, PAGE 89, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENN.

SAID LOT NO. 8 FRONTS 50 FEET ON THE NORTHERLY SIDE OF HEFFERNAN STREET, AND EXTENDS BACK BETWEEN PARALLEL LINES 170 FEET TO AN ALLEY, AND BEING PART OF THE SAME PROPERTY CONVEYED TO W. T. SELLEY BY DEED RECORDED IN BOOK NO. 669, PAGE 144, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENN.

TAXES FOR THE YEAR 1936 ASSUMED BY THE PURCHASERS.

To Have and to Hold said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said HIRAM HARTSFIELD AND SALLIE HARTSFIELD, 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.

WE further covenant and bind OURSELVES, OUR heirs and representatives, to warrant and forever defend the title to said real estate to said HIRAM HARTSFIELD AND SALLIE HARTSFIELD, 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 HIRAM HARTSFIELD AND SALLIE HARTSFIELD, do hereby transfer and convey unto M. N. PERRY, Trustee, his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title, and interest thereto belonging, for the purposes aforesaid only.

-- , the said -- , 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 $ --- 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 HIRAM HARTSFIELD AND SALLIE HARTSFIELD, 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, pubiished 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 HIRAM HARTSFIELD AND SALLIE HARTSFIELD, 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 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 M. N. PERRY, 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 W. T. SELLEY AND WIFE, CALLIE SELLEY, and HIRAM HARTSFIELD AND WIFE, SALLIE HARTSFIELD, hereunto set our hands at NASHVILLE, Tennessee, this the 15TH day of MAY, 19 36.

W. T. SELLEY
CALLIE SELLEY
HIRAM HARTSFIELD
SALLIE HARTSFIELD

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, JENEVA SMITH, a Notary Public in and for said County and State, the within-named HIRAM HARTSFIELD AND WIFE, SALLIE HARTSFIELD, the bargainor S, with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And X, wi of the said X having appeared before me privately and apart from husband, the said XX, acknowledged the execution of the said instrument to have been done by freely, voluntarily, and understandingly, without compulsion or constraint from said husband, and for the purposes therein expressed.

Witness my hand and official seal at NASHVILLE, Tennessee, this 4TH day of AUGUST, 19 36.
My commission expires on the 16TH day of NOVEMBER, 19 36. (Seal) JENEVA SMITH,
Notary Public.

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, W. F. HARDISON, a Notary Public in and for said County and State, the within-named W. T. SELLEY AND WIFE, CALLIE SELLEY, the bargainor S, with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And X, wi of the said X having appeared before me privately and apart from husband, the said X, acknowledged the execution of the said instrument to have been done by freely, voluntarily, and understandingly, without compulsion or constraint from said husband, and for the purposes therein expressed.

Witness my hand and official seal at NASHVILLE, Tennessee, this 4TH day of AUG. 19 36.
My commission expires on the 7 day of APRIL, 19 37. (Seal) W. F. HARDISON,
Notary Public.

U.S.R.S. $1.00.
RECEIVED AUG.7, 1936, AT 2:30 P.M.