NUMBER 33631 RECORDED OCT. 16, 1933. F. R. HESTER, ET UX TO JAMES CARLIN HESTER, ET UX.

INSTALLMENT DEED

FOR AND IN CONSIDERATION of the sum of ONE THOUSAND EIGHT HUNDRED TEN ($1810.00) AND NO/100 DOLLARS
of which TWENTY-FIVE ($25.00) AND NO/100 DOLLARS has been paid in cash by JAMES CARLIN HESTER AND WIFE, GUSTA VELMA HESTER, receipt of which is hereby acknowledged, and for the remainder ONE THOUSAND SEVEN HUNDRED EIGHTY-FIVE ($1785.00) AND NO/100 DOLLARS
the said JAMES CARLIN HESTER AND WIFE, GUSTA VELMA HESTER

HAVE EXECUTED THEIR 150 JOINT PROMISSORY NOTES OF EVEN DATE HEREWITH FOR THE PRINCIPAL SUM OF $11.90 EACH, BUT THE INTEREST HAS BEEN COMPUTED AND AVERAGED AND ADDED INTO THE FACE OF SAID NOTES, MAKING EACH NOTE FOR $16.35; THE FIRST NOTE OF SAID SERIES FALLS DUE OCTOBER 1, 1933 AND THE OTHERS MONTHLY THEREAFTER, AND PAYABLE TO THE ORDER OF F. R. HESTER.

I declare that I am the true and lawful holder of the claim securing by the instrument within recorded, and hereby acknowledge the satisfaction thereof and discharge of the same in full.
This 26 day of Oct. 1944
F. R. Hester

and providing for payment 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, F. R. HESTER AND WIFE, MAYME W. HESTER,
have this day bargained and sold, and do hereby transfer and convey, unto the said
JAMES CARLIN HESTER AND WIFE, GUSTA VELMA HESTER, THEIR heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

BEING LOT NO. 26 ON THE PLAN OF THE SUBDIVISION OF THE ROSE PROPERTY ON THE NOLENSVILLE PIKE, AS OF RECORD IN BOOK 547, PAGE 74, REGISTER'S OFFICE FOR SAID COUNTY.

SAID LOT NO. 26 FRONTS 53 FEET ON THE NORTHERLY SIDE OF AN UNNAMED AVENUE, AND RUNS BACK BETWEEN PARALLEL LINES, WITH THE EASTERLY MARGIN OF ANOTHER UNNAMED AVENUE, 170 FEET TO A DEAD LINE.

BEING PART OF THE PROPERTY CONVEYED TO F. R. HESTER AND WIFE, MAYME W. HESTER BY DEED FROM G. W. ALLEN AND WIFE, OF RECORD IN BOOK 772, PAGE 512, SAID REGISTER'S OFFICE.

THE WATER TANK ON SAID PROPERTY IS EXPRESSLY RESERVED AND NOT CONVEYED BY THIS DEED.

THIS CONVEYANCE IS MADE TO THE SAID JAMES CARLIN HESTER AND WIFE, GUSTA VELMA HESTER, SUBJECT TO RESTRICTIVE COVENANTS CONTAINED IN DEED OF RECORD IN BOOK 663, PAGE 275, SAID REGISTER'S OFFICE.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said JAMES CARLIN HESTER AND WIFE, GUSTA VELMA HESTER, 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 JAMES CARLIN HESTER AND WIFE, GUSTA VELMA HESTER, 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 JAMES CARLIN HESTER AND WIFE, GUSTA VELMA HESTER,
do hereby transfer and convey unto S. A. HUDDLESTON, 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 JAMES CARLIN HESTER AND WIFE, GUSTA VELMA HESTER, 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 $ 1200.00 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 said notes, as his interest may appear.

WE further agree 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 therein, the same to bear interest from the date of such payment.

Now, if WE, the said JAMES CARLIN HESTER AND WIFE, GUSTA VELMA HESTER, 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, 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 JAMES CARLIN HESTER AND WIFE, GUSTA VELMA HESTER, 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-maturing 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 S. A. HUDDLESTON 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 F. R. HESTER AND WIFE, MAYME W. HESTER

and JAMES CARLIN HESTER AND WIFE, GUSTA VELMA HESTER, hereunto set our hands
at NASHVILLE, Tennessee, this the 1 day of SEPTEMBER, 193 3.

F. R. HESTER
MAYME W. HESTER
JAMES CARLIN HESTER
GUSTA VELMA HESTER

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 F. R. HESTER AND WIFE, MAYME W. HESTER AND JAMES CARLIN HESTER AND WIFE, GUSTA VELMA HESTER 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 GUSTA VELMA HESTER, WIVES of the said F. R. HESTER AND JAMES CARLIN HESTER having appeared before me privately and apart from THEIR husband S, the said MAYME W. HESTER AND GUSTA VELMA HESTER, 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 13TH day of OCTOBER, 193 3.

My commission expires APRIL 16, 1936.

(Seal) WADE SAIN

Notary Public.

U.S.R.S. $2.00.

RECEIVED OCT. 13, 1933, AT 12:40 P.M.

1396 MARSHALL & BRUCE CO. NASHVILLE