NUMBER 54229 RECORDED APRIL 10, 1946

DAVID G. STEVENSON------TO----J HN C. HAILEY ET UX

INSTALLMENT DEED

Book No. 1369

FOR AND IN CONSIDERATION of the sum of $5,750.00 FIVE THOUSAND SEVEN HUNDRED FIFTY AND/ NO/100 DOLLARS

of which $1000.00 ONE THOUSAND AND NO/100 DOLLARS has been paid in cash by

JOHN C. HAILEY AND WIFE BELLE HAILEY, the receipt of which is hereby acknowledged, and for the remainder $4,750.00 FOUR THOUSAND SEVEN HUNDRED FIFTY AND NO/100 DOLLARS

the said JOHN C. HAILEY AND WIFE, BELLE HAILEY HAVE EXECUTED ONE PRINCIPAL NOTE OF EVEN DATE, PAYABLE TO DAVID G. STEVENSON IN MONTHLY INSTALLMENTS OF $48.60 EACH, INCLUDING INTEREST, INTEREST AT THE RATE OF 4% PER ANNUM. THE FIRST PAYMENT BEING DUE MAY 15TH, 1946, AND ANOTHER PAYMENT ON THE SAME DAY OF EACH SUCCEEDING MONTH UNTIL SAID NOTE WITH INTEREST HAS BEEN PAID IN FULL. EXTRA PAYMENTS MAY BE MADE AT ANY TIME, AND INTEREST WILL BE CHARGED ONLY ON THE UNPAID BALANCE.

all of said notes bearing FOUR per cent interest from date, and providing for payment of attorney's fees; and to secure the payment of said notes, principal and interest, and attorney fees, a lien is expressly retained on the land herein conveyed

I, DAVID G. STEVENSON, UNMARRIED

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

JOHN C. HAILEY AND WIFE, BELLE HAILEY, THEIR heirs and assigns, certain real estate in Davidson County, Tennessee, as follow

BEING LOT NO. 28 ON THE MAP OF F. C. BEAZLEY'S PLAN OF LOTS, OF RECORD IN BOOK 57, PAGE 85, REGISTER'S OFFICE FOR SAID COUNTY. SAID LOT NO. 28 FRONTS 50 FEET ON THE SOUTHERLY SIDE OF STRATTON AVENUE AND RUNS BACK BETWEEN PARALLEL LINES 160 FEET TO AN ALLEY.
BEING THE SAME PROPERTY CONVEYED TO DAVID G. STEVENSON BY DEED FROM ROBERT S. HOLLINS, JR. ET AL, OF RECORD IN BOOK 699, PAGE 446, BY DEED FROM JENNIE STEVENSON, OF RECORD IN BOOK 911, PAGE 509, AND BY DEED FROM MRS. MARY S. WHITWORTH ET AL, OF RECORD IN BOOK 921, PAGE 388, SAID REGISTER'S OFFICE.

I hereby [illegible] said note of the debt secured by the instrument [illegible] and hereby acknowledge the satisfaction thereof and discharge of the lien to secure the same in full this 15 day of July 1946

Fidelity Federal Building & Loan Association of Nashville

By Mary E. Bonnavelle Treas.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said JOHN C. HAILEY AND WIFE, BELLE HAILEY, THEIR heirs and assigns, forever, I covenant that I AM lawfully seized and possessed of said real estate in fee simple, have good right to convey it, and that the same is unencumbered.

EXCEPT TAXES FOR 1946, WHICH HAVE BEEN PRORATED AND ASSUMED BY THE GRANTEES

I further covenant and bind MYSELF, MY heirs and representatives, to warrant and forever defend the title to said real estate to said JOHN C. HAILEY AND WIFE, BELLE HAILEY 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 ME in hand paid WE, the said JOHN C. HAILEY AND WIFE, BELLE HAILEY

do hereby transfer and convey unto H. H. TIMMONS, 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.

I, the said JOHN MICHAEL POWELL JR. 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 said notes as his interest may appear.

I 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 I 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 I, the said JOHN MICHAEL POWELL, JR. 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 I 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, I 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.

I 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. I 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 MICHAEL POWELL, JR. HIS 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 Davidsod County, Tennessee, and the title herein conveyed to G. F. TURNER 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, THE AMERICAN NATIONAL BANK OF NASHVILLE HAS CAUSED THIS INSTRUMENT TO BE EXECUTED IN ITS CORPORATE NAME BY ITS DULY AUTHORIZED OFFICERS, AND ATTESTED BY ITS CORPORATE SEAL, AND THE SAID JOHN MICHAEL POWELL, JR., HAS HER hereunto set our hand ON THIS 8 DAY OF APRIL, 1946, AT NASHVILLE, TENNESSEE.

THE AMERICAN NATIONAL BANK OF NASHVILLE

ATTEST: J. C. WILKERSON VICE PRESIDENT

JOHN MICHAEL POWELL JR.

CASHIER

M. E. BARR

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, EDNA MAE HARRIS, a Notary Public in and for said County and State, the within named JOHN MICHAEL POWELL JR. the bargainor, with whom I am personally acquainted, and who acknowledged that HE executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee, this 8 day of APRIL 1946.

My commission expires APRIL 10, 1949

(Seal) EDNA MAE HARRIS Notary Public.

STATE OF TENNESSEE, DAVIDSON COUNTY.

Before me, EDNA MAE HARRIS, a Notary Public within AND FOR THE STATE AND COUNTY AFORESAID, PERSONALLY APPEARED, J. C. WILKERSON AND M. E. BARR WITH WHOM I AM PERSONALLY ACQUAINTED AND WHO UPON THEIR SEVERAL OATHS ACKNOWLEDGED THEMSELVES TO BE THE VICE PRESIDENT AND CASHIER RESPECTIVELY OF THE AMERICAN NATIONAL BANK OF NASHVILLE, THE WITHIN NAMED BARGAINOR, A CORPORATION, AND THAT THEY AS SUCH VICE PRESIDENT AND CASHIER BEING AUTHORIZED SO TO DO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSE THEREIN CONTAINED BY SIGNING THE NAME OF THE CORPORATION BY THE SAID J. C. WILKERSON AS SUCH VICE PRESIDENT AND ATTESTING THE SAME BY THE SAID M. E. BARR AS SUCH CASHIER.

Witness my hand and official seal at Nashville, Tennessee, this 8 day of APRIL 1946

DAVIDSON COUNTY

My commission expires APRIL 10, 1949

(Seal) EDNA MAE HARRIS Notary Public.

U.S.R.S. $1.65
RECEIVED APRIL 9, 1946 AT 2:40PM MDH