K 2301

INSTALLMENT DEED — [illegible] TITLE COMPANY

FOR AND IN CONSIDERATION OF the sum of $9,500.00, NINE THOUSAND FIVE HUNDRED AND NO/100 - - - - - - DOLLARS

of which $ 1,000.00, has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and as a part of the remainder the said grantees assume and agree to pay the remaining unpaid balance of $7,961.73 of a note executed by Douglas E. Grubbs and wife, dated March 30, 1954, for the original amount of $[illegible]050.00, with interest at 4½% per annum, payable to Fidelity Federal Savings & Loan Association, both principal and interest payable $44.76 monthly, and secured by deed of trust of record in Book 2255, page 187, Register's Office for Davidson County, Tennessee, and

For the remainder the grantees herein have executed their one joint, principal note, of even date herewith, for the sum of $538.27, payable to the grantor herein, in monthly installments of $10.00 each, beginning November 7, 1954, without interest, - -

and providing for payment of attorney's fees, and to secure the payment of said note or notes, principal and interest, and attorney's fees, a lien is expressly retained on the land herein conveyed,

I, Virginia B. Grubbs, a widow,

hereinafter called the grantors, have this day bargained and sold, and do hereby transfer and convey unto

ROBERT I. HARRELL and wife, BERTHA JOHNSON HARRELL,

herein called grantees, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Land in the 2nd, formerly 3rd, Civil District of Davidson County, Tennessee, described according to a survey made by Cantrell, Connell and Morrison, Engineers, March, 1953, as follows:

Beginning at a point on the south margin of School Lane, at the northwest corner of Lot 176 shown on the Map of Airport Estates, of record in Book 1130, page 83, Register's Office for said County; thence with the line of said lot, and along the westerly line of Lots Nos. 177, 178, 179, 180 and 181, as follows: South 60.4 feet, south 8° 45' west 20 feet, south 45° 30' west 27 feet, south 62° 45' west 72.6 feet, 0° 05' east 109 feet, south 47° 53' west 65.8 feet to the common westerly corner of Lots 181 and 182; thence north 40° west 95.3 feet to a point; thence north 7° 20' east 50.3 feet to a point at the southwest corner of a tract conveyed to Elizabeth J. Davis Sewell and husband, by deed from C. H. Waldron and wife, of record in Book 1881, page 506, Register's Office for said County; thence with said Sewell line, south 82° 40' east 80 feet to a point, and north 7° 20' east 180 feet to the south margin of School Lane, being Sewell's northeast corner; thence with said lane, south 82° 40' east 102 feet to the beginning.

Being the same property conveyed to Douglas E. Grubbs and wife, Virginia B. Grubbs, by deed from Sallie H. Smith, of record in Book 2273, page 139, said Register's Office, said Douglas E. Grubbs having since died.

TO HAVE AND TO HOLD the said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said grantees, their heirs and assigns forever. We covenant that we are lawfully seized and possessed of said real estate in fee simple, have a 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 the said real estate to said grantees, 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 non-payment of said notes, as they mature, as hereinafter provided, and for the consideration of one dollar, to us in hand paid, we, the said grantees herein do hereby transfer and convey unto Trustee, his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title and interest thereto belonging, for the purposes aforesaid, only. We, the said grantees 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 $ insurable value 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 grantees, 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 front door of the Court House 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 conveyance. We agree that the Trustee, may at any time, after default in the 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 the 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:

FULL RELEASE 14 Jan. 1959

PG 71