K 2863

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INSTALLMENT DEED — TENNESSEE TITLE COMPANY

FORM 1003

FOR AND IN CONSIDERATION OF the sum of ONE THOUSAND, FIVE HUNDRED AND 00/100 ($1,500.00)---------- DOLLARS of which $ 500.00 has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantees have executed and delivered to grantor their joint promissory note, of even date herewith, payable to the order of grantor, in ten monthly installments of One Hundred and 00/100 ($100.00) Dollars each--the first one to become due and payable on March 1, 1959, and one of the others on or before the 1st day of each of the succeeding nine months,

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,

C. D. Hayes, an unmarried man,

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

H. M. Hayes, Jr. and wife, Mary C. Hayes,

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

The northerly 108.57 feet of said lot No. 2, as shown on the map or subdivision of lots Nos. 45, 46, 47, 48, and 49 in the Montague Subdivision, as of record in Book 547, page 35, Register's Office of Davidson County, Tennessee.

Said northerly part of said lot No. 2 fronts 108.57 feet on the easterly side of Fern Bank Drive, and runs back from the center of said drive 285 feet on its northerly line, and 287 feet on its southerly line to the low water mark of the Cumberland River, and shows 108.57 feet on said rear line.

Said part of said lot is a part of the same property conveyed to H. M. Hayes, Jr. and C. D. Hayes by deed from W. C. Womack, et al, of record in Book 635, page 272, said Register's Office; and the part thereof that became the sole property of the undersigned, C. D. Hayes, by partition deed dated February 19, 1936, and of record in Book 981, page 644, said Register's Office.

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, except by taxes for year 1959. easements

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 Wm. S. Hofstetter, Trustee, his successors and assigns, the real estate hereinabefore 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 $ 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 thereby, 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:

Feb 1960

FULL RELEASE

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