K 3074

FORM 1003

INSTALLMENT DEED — TENNESSEE TITLE COMPANY

FOR AND IN CONSIDERATION OF the sum of $7,500.00
----------SEVEN THOUSAND FIVE HUNDRED AND NO/100 ---------- DOLLARS
of which $ 500.00 has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for a part of the remainder the said grantees herein assume and agree to pay $4,942.35, being the remaining unpaid balance of a note executed by James F. Dicus and wife, dated Dec. 1, 1954, payable to Commerce Union Bank, for the original sum of $5,700.00, with interest at 4½% per annum, both principal and interest payable $31.69 monthly, beginning Jan. 1, 1955, final payment due Dec. 1, 1979, and said debt secured by a deed of trust of record in Book 2358, page 31, Register's Office for Davidson County, Tennessee, and said debt having since been assigned to Liberty National Life Insurance Company, by an instrument of record in Book 2374, page 201, said Register's Office, and for the balance of the remainder the grantees herein have executed their one joint promissory note of even date herewith, payable to the Grantors Herein, for the principal sum of $2,057.65, with interest at 6% per annum, both principal and interest payable $22.76 monthly, beginning one month from date; said payment to be applied first to payment of interest on the principal amount, or so much thereof as shall from time to time remain unpaid, and the balance to be applied to payment of principal, until the entire amount is paid in full.

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,

WE, HAROLD E. MARTIN AND WIFE, HELEN L. MARTIN,

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

WALTER D. SESLER AND WIFE, TRULA F. SESLER,

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

Being Lot No. 31 in the Revised Plan of Section One, Morrow Meadows, as of record in Book 2083; page 105, Register's Office for said County.
Said Lot No. 31 fronts 68.47 feet on the southerly side of Illinois Avenue and runs back 72.57 feet on the easterly line and 110 feet on the westerly line, to a dead line, measuring 70.08 feet thereon.
Being the same property conveyed to Harold E. Martin and wife, Helen L. Martin, by deed from J. C. Palmer and wife, as of record in Book 3066, page 633, 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.

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 Note, notes, and sustaining unnecessary court proceedings for the enforcement of said Note 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 grantors herein do hereby transfer and convey unto Dr. M. Nelson 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 grantors 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 of 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 as they fall due, 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 grantors, 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 indemnify the Trustee or lawful owner and holder of said notes for all costs, with interest, as 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 said rights are hereby waived by the said Trustee, or his successor in trust, is authorized and empowered to execute and deliver a deed to the purchaser. The recitals therein shall be sufficient to make out the title conveyed 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:

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