NUMBER 76529 EMIL SORG TO ALICE WILSON EZELL, RECORDED JULY 16, 1925

INSTALLMENT DEED

FOR AND IN CONSIDERATION of the sum of FIVE THOUSAND AND NO/100 DOLLARS of which ONE HUNDRED, FIFTY AND NO/100 DOLLARS has been paid in cash by MISS / ALICE WILSON EZELL, the receipt of which is hereby acknowledged, and for the remainder FOUR THOUSAND, EIGHT HUNDRED AND FIFTY DOLLARS the said MISS ALICE WILSON EZELL has

ASSUMED AND HEREBY AGREES TO PAY A CERTAIN NOTE IN THE SUM OF $2500.00, DATED MAY 11, 1925, DUE MAY XXXMXXXXXXXXX 11TH, 1928, WITH INTEREST AT 5½ PER ANNUM, PAYABLE SEMI-ANNUALLY AFTER DATE, TO THE PRUDENTIAL INSURANCE COMPANY OF AMERICA, SECURED BY DEED OF TRUST, OF RECORD IN BOOK 632, PAGE 383, R.O.D.C. TENNESSEE, AND FOR THE BALANCE OF $2350.00, THE SAID ALICE WILSON EZELL, HAS EXECUTED TO EMIL SORG, HER 58 PROMISORY NOTES OF EVEN DATE HEREWITH, ONE IN THE SUM OF $/ $350.00 DUE OCTOBER 1, 1925 AND FIFTY SIX IN THE SUM OF $55.00 EACH, AND ONE, THE LAST, IN THE SUM OF $40.00, THE LAST FIFTY SEVEN OF SAID NOTES MATURING MONTHLY IN A SERIES COMMENCING JULY 1ST, 1925, AND ONE EACH MONTH THEREAFTER UNTIL ALL ARE PAID.

all of said notes bearing six 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's fees, a lien is expressly retained on the land herein conveyed, I, EMIL SORG AN UNMARRIED MAN have this day bargained and sold, and do hereby transfer and convey unto the said ALICE WILSON EZELL HER heirs and assigns, certain real estate in Davidson County, Tennessee, as follows: BEING LOT NO. 46 ON THE PLAN OF LOCKELAND, A SUBDIVISION OF THE CHADWELL PLACE IN EAST NASHVILLE, AS OF RECORD IN BOOK NO. 57, PAGE 135, OF THE REGISTER'S OFFICE OF DAVIDSON COUNTY, TENNESSEE.

SAID LOT NO. 46 FRONTS 50 FEET ON THE NORTHERLY SIDE OF FORREST AVE., FORMERLY WOODARD ST., AND RUNS BACK BETWEEN PARALLEL LINES WITH THE WESTERLY MARGIN OF 17TH ST., FORMERLY JONES ST., 162½ FEET TO AN ALLEY, THE NORTHEAST CORNER OF SAID LOT BEING CUT OFF AT THE CORNER OF SAID ALLEY AND 17TH ST. AND BEING THE SAME PROPERTY CONVEYED TO EMIL SORG BY DEED OF SAM P. HARRIS, OF RECORD IN BOOK 651, PAGE 647, OF THE SAID REGISTER'S OFFICE.

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TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said ALICE WILSON EZELL, HER 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 unincumbered.

I further covenant and bind MYSELF, MY heirs and representatives, to warrant and forever defend the title to said real estate to said ALICE K WILSON EZELL, HER 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, I, the said ALICE WILSON EZELL do hereby transfer and convey unto JAMES A NEWMAN, Trustee, his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title, and interest thereto belonging, for the purposes aforesaid only.

I the said ALICE WILSON EZELL 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 $ 5500.00 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 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 herein, the same to bear interest from the date of such payment.

Now, if I, the said ALICE WILSON EZELL, 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.

2d. To the payment of all taxes which may be unpaid on said premises.

3d. 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 ALICE WILSON EZELL, HER 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-matured 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 XXJAMES A. NEWMAN, 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 ALICE WILSON EZELL and EMIL SORG at NASHVILLE, Tennessee, this the 13 day of JUNE, 1925, hereunto set our hands.

EMIL SORG
ALICE W. EZELL

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, BAXTER CATO, a Notary Public in and for said County and State, the within-named ALICE WILSON EZELL, the bargainor, with whom I am personally acquainted, and who acknowledged that SHE executed the within instrument for the purposes therein contained.

And ..., wi... of the said ..., having appeared before me privately and apart from ... husband, the said ..., acknowledged the execution of the said instrument to have been done by ... freely, voluntarily, and understandingly, without compulsion or constraint from ... said husband, and for the purposes therein expressed.

Witness my hand and official seal at NASHVILLE, Tennessee, this 20TH day of JUNE, 1925.

My commission expires on the 21 day of JANUARY, 1927. (SEAL) BAXTER CATO, Notary Public

STATE OF KENTUCKY, ~~TENNESSEE~~, ~~DAVIDSON~~ COUNTY. OF FRANKLIN

Personally appeared before me, CLARA S. MCDANIEL, a Notary Public in and for said County and State, the within-named EMIL SORG, the bargainor, with whom I am personally acquainted, and who acknowledged that HE executed the within instrument for the purposes therein contained.

And ..., wi... of the said ..., having appeared before me privately and apart from ... husband, the said ..., acknowledged the execution of the said instrument to have been done by ... freely, voluntarily, and understandingly, without compulsion or constraint from ... said husband, and for the purposes therein expressed.

Witness my hand and official seal at FRANKFORT, KENTUCKY, Tennessee, this 17TH day of JUNE, 1925.

My commission expires on the 14 day of XXXX AUG. 1928. (SEAL) CLARA S. MCDANIEL, Notary Public