NUMBER 69808 RECORDED MAY 20, 1926 SAM COHN, ET UX TO J.W. KROUTTER, ET UX

INSTALLMENT DEED

FOR AND IN CONSIDERATION of the sum of FIVE THOUSAND SEVEN HUNDRED FIFTY ($5750.00) AND NO/100 DOLLARS of which ONE THOUSAND ($1000.00) AND NO/100 DOLLARS has been paid in cash by J.W. KROUTTER AND WIFE, KATHERINE KROUTTER the receipt of which is hereby acknowledged, and for the remainder FOUR THOUSAND SEVEN HUNDRED FIFTY ($4750.00) AND NO/100 DOLLARS, the said J.W. KROUTTER AND WIFE, KATHERINE KROUTTER have EXECUTED THEIR SIXTY-FIVE JOINT PROMISSORY NOTES OF EVEN DATE HEREWITH FOR $50.00 EACH, THE FIRST FALLING DUE JUNE 15, 1926, AND THE OTHERS MONTHLY THEREAFTER, AND THE SAID J. W. KROUTTER AND WIFE, HAVE ALSO EXECUTED ONE NOTE IN THE SUM OF $1500.00, OF EVEN DATE HEREWITH, DUE ON OR BEFORE FIVE YEARS AFTER DATE. ALL OF SAID NOTES ARE PAYABLE TO THE ORDER OF SAM COHN,

AND THE INTEREST ON THE $1500.00 NOTE IS PAYABLE SEMI-ANNUALLY.

all of said notes bearing six per cent interest from date and providing for payments 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.

WE, SAM COHN AND WIFE, FANNIE M. COHN have this day bargained and sold, and do hereby transfer and convey unto the said J.W. KROUTTER AND WIFE KATHERINE KROUTTER, THEIR heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

BEING LOT NO. 152 AND PART OF LOT NO. 153 ON THE PLAN OF THE EDGEFIELD LAND CO'S 2ST SUBDIVISION, AS OF RECORD IN BOOK 57, PAGE 130, REGISTER'S OFFICE FOR SAID COUNTY.

SAID LOT NO. 152 FRONTS 50 FEET ON THE SOUTHERLY SIDE OF SHELBY AVE., AND RUNS BACK BETWEEN PARALLEL LINES 150 FEET TO AN ALLEY.

SAID PART OF LOT NO. 153 FRONTS 49 FEET 5 INCHES ON THE SOUTHERLY SIDE OF SHELBY AVENUE, AND RUNS BACK WITH THE WESTERLY MARGIN OF SOUTH 19TH. STREET, AS NOW ESTABLISHED 150 FEET, MORE OR LESS, TO AN ALLEY, AND SHOWS 49 FEET 9 INCHES ON SAID ALLEY.

BEING THE SAME PROPERTY CONVEYED TO SAM COHN BY DEED FROM NATHAN COHN, TRUSTEE, DATED MARCH 5, 1926, AND OF RECORD IN BOOK 700, PAGE 147 SAID REGISTER'S OFFICE.

PURCHASER ASSUME AND AGREE TO PAY TAXES FOR THE YEAR 1926.

The...Note...due...for $...cash, as described herein, having been paid in full. We hereby release the lien retained upon the within described property, held to secure the payment of said note. This ... day of ..., 1931.
Attest: ... Deputy Register

The entire debt secured herein having been paid in full, we hereby release the lien on the within described property, held to secure the payment of said debt. This 21st day of May 1931.
Attest: ... Deputy Register
NASHVILLE AMERICAN TRUST CO.
ASST. TREAS.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said J.W. KROUTTER AND WIFE, KATHERINE KROUTTER, THEIR heirs and assigns, forever, WE covenant that WE ARE lawfully seized and possessed of said real estate in fee simple, have good right to convey it, and that the same is unincumbered.

WE further covenant and bind OURSELVES, OUR heirs and representatives, to warrant and forever defend the title to said real estate to said J.W. KROUTTER AND WIFE KATHERINE KROUTTER, 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 US in hand paid, WE, the said J.W. KROUTTER AND WIFE, KATHERINE KROUTTER do hereby transfer and convey unto NATHAN COHN, 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 J.W. KROUTTER AND WIFE, KATHERINE KROUTTER, 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 $4000.00 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.

WE further agrees 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 herein, the same to bear interest from the date of such payment.

Now, if WE, the said J.W. KROUTTER AND WIFE, KATHERINE KROUTTER, 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 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 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.

WE 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. 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 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 J.W. KROUTTER AND WIFE, KATHERINE KROUTTER, THEIR 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 NATHAN COHN, 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 SAM COHN AND WIFE, FANNIE M. COHN and J.W. KROUTTER AND WIFE, KATHERINE KROUTTER hereunto set our hands at NASHVILLE, Tennessee, this the 15 DAY OF MAY, 1926.

SAM COHN
FANNIE M. COHN
J.W. KROUTTER KATHERINE KROUTTER

ACKNOWLEDGMENT BEFORE NOTARY PUBLIC.

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, M.B. KIRBY, a Notary Public in and for said County and State, the within-named SAM COHN AND WIFE, FANNIE M. COHN AND J.W. KROUTTER AND WIFE, KATHERINE KROUTTER the bargainor S., with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And FANNIE M. COHN AND KATHERINE KROUTTER, WIVES of the said SAM COHN AND J.W. KROUTTER having appeared before me privately and apart from THEIR husband S, the said FANNIE M. COHN AND KATHERINE KROUTTER, acknowledged the execution of the said instrument to have been done by THEM freely, voluntarily, and understandingly, without compulsion or constraint from THEIR said husband S., and for the purposes therein expressed.

Witness my hand and official seal at NASHVILLE, Tennessee, this 20 day of MAY, 1926.
My commission expires ... 11-3-28 ... (SEAL) M. B. KIRBY, Notary Public.

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, ..., a Notary Public in and for said County and State, the within-named ...

the bargainor..., with whom I am personally acquainted, and who acknowledged that ... 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 ..., Tennessee, this ... day of ..., 192...
My commission expires on the ... day of ..., 192... ..., Notary Public.

REC'D MAY 20, 1926 AT 3:45 P.M.