NUMBER 12640 RECORDED MAR 14TH 1927 .

HENRY CLAY PECK FT UX. TO DEED GEORGE SEIBERT

INSTALLMENT DEED

FOR AND IN CONSIDERATION of the sum of FOUR HUNDRED SEVENTY ($470.00) AND NO/100 DOLLARS of which ONE HUNDRED SEVENTY FIVE ($175.00) AND NO/100 DOLLARS has been paid in cash by GEORGE SEIBERT the receipt of which is hereby acknowledged, and for the remainder TWO HUNDRED NINETY FIVE ($295.00) AND NO/100 DOLLARS, the said GEORGE SEIBERT ha S EXECUTED HIS FIFTEEN PROMISSORY NOTES OF EVEN DATE HEREWITH, THE FIRST FOURTEEN OF SAID NOTES BEING FOR $20.00 EACH AND THE LAST NOTE BEING FOR $15.00 THE FIRST ONE OF SAID NOTES FALLING DUE MAY 22. 1927 AND THE OTHERS MONTHLY THEREAFTER RESPECTIVELY, AND PAYABLE TO THE ORDER OF HENRY CLAY PECK.

The entire debt secured herein having been paid in full to me, the lawful owner and holder thereof, I do hereby release the lien on the within described property, held to secure the payment of said debt. This 7th day of June 1928

Tenny D. Tally Deputy Register

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, HENRY CLAY PECK AND WIFE CLORINDA FORTE PECK have this day bargained and sold, and do hereby transfer and convey unto the said GEORGE SEIBERT UNMARRIED, HIS heirs and assigns, certain real estate in Davidson County, Tennessee, as follows: BEING PART OF BLOCK NO. 7 ON THE REALTY SAVINGS BANK AND TRUST CO'S REVISED PLAN OF WEST EXTENSION OF CHARLOTTE PARK COS. FIRST ADDITION, AS OF RECORD IN BOOK NO. 421, PAGE 18, REGISTERS OFFICE FOR SAID COUNTY, DEXRIBED AS FOLLOWS.;

BEGINNING ON THE SOUTHERLY MARGIN OF PARK AVENUE, KNO FORMERLY FIRST AVENUE AT A POINT 105 FEET WESTERLY FROM THE WESTERLY MARGIN OF 52ND. AVE NORTH, FORMERLY 11TH STREET; THENCE WITH THE SOUTHERLY MARGIN OF PARK AVENUE, WESTERLY 105 FEET;

THENCE SOUTHERLY PARALLEL WITH 52ND. AVE NORTH 162,5 FEET TO A POINT HALF WAY TO ELKINS AVENUE;

THENCE EASTERLY PARALLEL WITH PARK AVENUE 105 FEET TO A POINT 105 FEET WESTERLY FROM THE WESTERLY MARGIN OF 52ND. AVENUE NORTH;

THENCE NORTHERLY 162.5 FEET TO THE BEGINNING.

BEING THE SAME PROPERTY CONVEYED TO HENRY CLAY PECK AND WIFE CLORINDA FORTE PECK BY DEED FROM HENRY F. FORTE AND WIFE, OF RECORD IN BOOK 712, PAGE 578 REGISTERS OFFICE FOR SAID COUNTY.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said GEORGE SEIBERT, HIS 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 GEORGE SEIBERT, HIS 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 ME in hand paid I, the said GEORGE SEIBERT UNMARRIED do hereby transfer and convey unto RUFUS GANN, 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 GEORGE SEIBERT, 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 notes, as his interest may appear.

I 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 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 GEORGE SEIBERT, 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 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.

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

3rd. 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 GEORGE SEIBERT, HIS 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 RUFUS GANN, 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 HENRY CLAY PECK AND WIFE CLORINDA FORTE PECK and GEORGE SEIBERT, hereunto set our hands at NASHVILLE, Tennessee, this the 22 DAY OF APRIL, 192 7.

HENRY CLAY PECK

CLORINDA FORTE PECK

GEORGE E. SEIBERT

ACKNOWLEDGMENT BEFORE NOTARY PUBLIC.

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, FRANK MAGEY, a Notary Public in and for said County and State, the within-named HENRY CLAY PECK AND WIFE CLORINDA FORTE PECK AND GEORGE SEIBERT, UNMARRIED the bargainor S, with whom I am personally acquainted, and who acknowledged that ---- executed the within instrument for the purposes therein contained.

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

Witness my hand and official seal at NASHVILLE, Tennessee, this 26TH day of APRIL, 192 7.

My commission expires on the 7TH day of OCTOBER, 1929. (SEAL) FRANK MAGEY, 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.

Williams-Nashville

RECEIVED APRIL 27TH 1927 AT 1.20 P M.