NUMBER 75105 RECORDED AUG. 5TH, 1936. ORVILLE O. WHITE ET UX, TO JAMES H. EZELL ET UX,

24008 MARSHALL & BRUCE CO. NASHVILLE

INSTALLMENT DEED

1006

FOR AND IN CONSIDERATION of the sum of FIVE THOUSAND ($5,000.00) ... DOLLARS

of which FIVE HUNDRED ($500.00) DOLLARS has been paid in cash by JAMES H. EZELL AND WIFE MARGARET EZELL, , the receipt of which is hereby acknowledged, and for the remainder THIRTY FIVE HUNDRED ($3500.00) DOLLARS

the said JAMES H. EZELL AND WIFE MARGARET EZELL HAVE EXECUTEDD AND DELIVERED TO US ONE PROMISSORY NOTE IN THE SUM OF ONE THOUSAND DODDARS ($1,000.00) PAYABLE ON OR BEFORE 12 MONTHS AFTER DATE BEARING INTEREST FROM DATE AT THE RATE OF 6 PER CENT PER ANNUM WITH LIEN RETAINED ON THE HEREINAFTER DESCRIBED PROPERTY TO SECURE THE PAYMENT OF THE SAME; AND FOR THE REMAINING $3500.00) THE SAID JAMES H. EZELL AND WIFE MARGARET EZELL HAVE ASSUMEDD AND AGREED TO PAY AN UNPAID BALANCE OF A NOTE IN THE SUM OF$4514.63 DATED MAY 21, 1934, PAYABLE TO THE HOME OWNERS' LOAN CORPORATION IN MONTHLY INSTALLMENT S IN ACCORDANCE WITH THE TERMS OF THE DEED OF TRUST EXECUTED BY JAMES SKINNER BILLINGS AND WIFE TO CHARLES H. LITTERER, TRUSTEE AND OF RE CORD IN BOOK NO. 948, PAGE 109, OF THE REGISTER'S OFFICE OF DAVIDSON COUNTY TENNESSEE, AND THE SAID JAMES H. EZELL AND WIFE MARGARET EZELL ASSUME AND AGREE TO PAY STATE AND COUNTY TAXES ON THEHERE INAFTER DESCRIBED PROPERTY FOR THE YEAR S 1935, AND 1936.

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 WE ORVILLE O. WHITE AND WIFE MARY BZELL WHITE

have this day bargained and sold, and do hereby transfer and convey, unto the said JAMES H. EZELL AND WIFE MARGARET EZELL THEIR heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

BEING LOTS NOS. FIFTY DIVE (55) AND SIXTY EIGHT (68) ON THE MAP OF KENMORE PLACE AS OF RECORD IN BOOK NO. 332, PAGES 32, AND 33, OF THE REGISTER'S OFFICE OF DAVIDSON COUNTY TENNESSEE.

SAID LOT NO. FIFTY FIVE (55) FRONTS ONE HUNDRED (100) FEET ON THE NORTHERLY SIDE OF MAXEY LANE AND RUNS BACK BETWEEN PARALLEL LINES FROM THE CENTER OF SAID LANE 250 FEET TO THE SOUTH LINE OF LOTS NOS. 67,68, AND 69

SAID LOT NO. SIXTY EIGHT (68) FRONTS ONE HUNDRED (100) FEET ON THE SOUTHERLY SIDE OF WARNER AVENUE AND RUNS BACK BETWEEN PARALLEL LINES 250 FEET TO A DEAD LINE.

THIS IS THE SAME PROPERTY WHICH WAS CONVEYED TO ORVILLE O. WHITE AND WIFE MARY EZELL WHITE BY WARRANTY DEED FROM JAMES SKINNER BILLINGS AND WIFE LILLIAN ESTER BILLINGS SAID DEED BEARING DATE OF SEPTEMBER 27, 1935, AND OF RECORD IN BOOK NO. 967, PAGE 799 OF THE REGISTERBS OFFICE OF DAVIDSON COUNTY TENNESSEE.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said JAMES H. EZELL AND WIFE MARGARET EZELL, 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 unencumbered. EXCEPT AS HEREIN MENTIONED,

WE further covenant and bind OURSELVES, OUR heirs and representatives, to warrant and forever defend the title to said real estate to said JAMES H. EZELL AND WIFE MARGARET EZELL 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 JAMES H. EZELL AND WIFE MARGARET EZELL

do hereby transfer and convey unto BAXTER CATO , Trustee, his successors and assigns, the real estate herein before described, with the appurtenances, estate, title, and interest thereto belonging, for the purposes aforesaid only.