NUMBER 46930 RECORDED JANUARY 29TH, 1946. 29

E.C.SCRUGGS JR. ET UX.----TO---- ALVIN HALL ET UX.

INSTALLMENT DEED

Book No. 1367

FOR AND IN CONSIDERATION of the sum of $1,000.00 ONE THOUSAND & 00/100 DOLLARS

of which TWO HUNDRED FIFTY & 00/100 ($250.00) DOLLARS has been paid in cash by ALVIN HALL AND WIFE RUBY HALL , the receipt of which is hereby acknowledged, and for the remainder SEVEN HUNDRED FIFTY &00/100 ($750.00) DOLLARS the said ALVIN HALL AND WIFE RUBY HALL HAVE EXECUTED AND DELIVERED TO US THEIR PRINCIPAL NOTE OF $750.00 WHICH IS TO BE PAID IN MONTHLY INSTALLMENTS OF $10.00 EACH THE FIRST ONE FALLING DUE NOV. 10, 1945, AFTER DATE AND ONE ON THE 10TH OF EACH AND EVERY MONTH THERE AFTER UNTIL ALL ARE PAID.

I declare that I am the true and lawful holder of the claim secured by the instrument within recorded, and hereby acknowledge the satisfaction thereof and discharge of the lien to secure the same in full. This 6 day of Feb 1952 1952

Attest: C McKinstry DEPUTY REGISTER E C Scruggs Jr

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 fees, a lien is expressly retained on the land herein conveyed WE. E.C.SCRUGGS JR. AND WIFE ANNIE M. SCRUGGS, have this day bargained and sold, and do hereby transfer and convey, unto the said ALVIN HALL AND WIFE RUBY HALL THEIR, heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

BEING LOT NO.171 AND THE WESTERLY 20 FEET OF LOT NO.172 SCRUGGS SUB OF BROOKLYN HEIGHTS AS RECORDED IN BOOK 332, PAGE 140, REGISTERS OFFICE FOR DAVIDSON COUNTY, TENNESSEE SAID LOT 171 AND WESTERLY 20 FEET OF LOT 172 FRONTS TOGETHER 44.6 FEET ON THE ON THE NORTHERLY SIDE OF CROSS AVE AND RUNS BACK NORTHERLY ON THE EAST SIDE AND AT A RIGHT ANGLE TO SAID COROSS AVE 140 TO AN ALLEY AND RUNS BACK ON THE WEST SIDE WITH THE EASTERLY MARGIN OF KASSAI STREET 146.8 FEET TO SAID ALLEY AND MEASURING 91 FEET ON SAID ALLEY AND BEING A PART OF THE SAME PROPERTY CONVEYED TO US BY DEED FROM FRANCES FARRELL HAGWOOD SOLE HEIR OF HATTIE FARRELL AS RECORDED IN BOOK 1341 PAGE 24 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 ALVIN HALL AND WIFE RUBY HALL 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.

WE further covenant and bind OURSELVES AND OUR heirs and representatives, to warrant and forever defend the title to said real estate to said ALVIN HALL AND WIFE RUBY HALL 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 ALVIN HALL AND WIFE RUBY HALL do hereby transfer and convey unto THOMAS PRITCHETT, 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.

We, the said Robert Lee Ezell, Sr., and wife, Ruby Aileen Ezell, 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 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 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 therein, the same to bear interest from the date of such payment.

Now, if we, the said Robert Lee Ezell, Sr., and wife, Ruby Aileen 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 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, if 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.

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 Robert Lee Ezell, Sr., and wife, Ruby Aileen Ezell 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-maturing 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 Thos M Pritchett Trustee, shall be vested in said successor.

~~Said Trustee shall not be required to give bond as such, nor be charged with any greater liability than that of a faithful discharge of duty, nor be required to file any account with the Court in connection herewith.~~

In Witness Whereof, We, the said Anne E Hooper and nusbandm H H Hooper and Robert Lee Ezell, Sr., andwife, Ruby Aileen Ezell, hereunto set our hands at Nashville, Tennessee, this the 16 day of July, 19 45

Anna E Hooper
H H Hooper

Robert Lee Ezell, Sr.
Ruby Aileen Ezell

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, Howard D Derrick, a Notary Public in and for said County and State, the within named Anna E Hooper and nusband, H H Hooper and Robert Lee Ezell, Sr., and wife, Ruby Aileen Ezell the bargainor s, with whom I am personally acquainted, and who acknowledged that they executed the within instrument for the purposes therein contained.

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

Witness my hand and official seal at Nashville, Tennessee, this 16 day of July 19 45.

My commission expires January 5, 1948

(Seal) Howard D Derrick Notary Public.

U S " S $6.60
Received January 28, 1946 at 9;55 A.M.
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