New Owner
Walter Ellis
2230 Scott Ave.
Nashville, Tennessee

Send Tax Notices to
same address

Parcel No. 15D-W10-31115

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INSTALLMENT DEED

For and in Consideration of the sum of Sixty-five hundred and no/100 (6,500.00) Dollars,

of which Five Hundred and no/100 ($500.00) Dollars,

has been paid in cash by Walter Ellis and wife, Pearlie May Ellis

the receipt of which is hereby acknowledged, and for the remainder Six Thousand and no/100 ($6,000.00) Dollars,

the said Walter Ellis and wife, Pearlie May Ellis have executed their promissory note providing for the payment of the balance in consecutive monthly installments of $50.64, beginning March 31st, 1965, and continuing each month thereafter, with said installments being $50.64 each, principal and interest at the rate of 6% being included, until all of the principal and interest has been 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 fees, a lien is expressly retained on the land herein conveyed, we, Esther O. Burrow, Olene Burrow Breckenridge and by Claude B. Burrow, Jr. and Joe B. Burrow, individually and as Trustees pursuant to decree entered in Minute Book 74, page 241, Chancery Court at Nashville in the cause of Joe B. Burrow, et al, vs. Esther O. Burrow, et al, Rule No. 82130, said Court have this day bargained and sold, and do hereby transfer and convey unto the said Walter Ellis and wife, Pearlie May Ellis their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

A lot of land in the 11th, formerly the 18th, Civil District of Davidson County, Tennessee, described as follows: Beginning at the southwest corner of Scott, formerly Highland Avenue, and Moneta Avenue and running thence westerly with Moneta Avenue 138 feet to a point, thence southerly 50 feet to a point; thence easterly parallel with Moneta Avenue 138 feet to Scott Avenue; thence northerly with Scott Avenue 50 feet to the beginning, there being excepted from this conveyance the back 50 feet of said lot which is reserved to the grantors and retained by them, said portion of the premises retained by the grantors being at the end of the property herein conveyed, being a plot of land beginning at the said point on Moneta Avenue 138 feet from the beginning point on Scott Avenue and thence running westerly 50 feet to an alley, thence northerly 50 feet along said alley to a point; thence easterly 50 feet to the end line of the property herein conveyed and thence southerly 50 feet to Moneta Avenue.

Said property was devised to Esther Burrow during life or widowhood, with remainder upon her remarriage or death to the heirs at law of Claude Burrow, by will of Claude Burrow, deceased, of record in Will Book 59, page 303, County Court for said County.

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To Have and to Hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Walter Ellis and wife, Pearlie May Ellis heirs and assigns forever. we covenant that we are lawfully seized and possessed of said real estate in fee simple, have a good right to convey it, and that the same is unencumbered.

We further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to said real estate to said Walter Ellis and wife, Pearlie May Ellis, 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 non-payment of said notes, as they mature, as hereinafter provided, and for the consideration of one dollar, to us in hand paid, we, the said Walter Ellis and wife, Pearlie May Ellis do hereby transfer and convey unto Harris A. Gilbert, 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 Walter Ellis and wife, Pearlie May Ellis 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 $5,000.00 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 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 Walter Ellis and wife, Pearlie May Ellis 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; 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 front door of the Court House 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 the 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 the 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 Walter Ellis and wife, Pearlie May Ellis, 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 of 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 Harris A. Gilbert, Trustee, shall be vested in said successor.

IN WITNESS WHEREOF, we, the said Walter Ellis and wife, Pearlie May Ellis and Esther O. Burrow, Olene Burrow Breckenridge and Claude B. Burrow, Jr. and Joe B. Burrow hereunto set our hands at Nashville, Tennessee, this the 15th day of February 1965.

Walter Ellis

Walter Ellis

Pearlie May Ellis

Pearlie May Ellis

Olene Burrow Breckenridge

Joe B. Burrow

Joe B. Burrow, Trustee

Claude B. Burrow

Claude B. Burrow, Jr., Trustee

Esther O Burrow

STATE OF ~~TENNESSEE~~ Pennsylvania

~~Davidson~~ Montgomery County.

Personally appeared before me, Horatio Bagnell a Notary Public in and for said County and State, the within named Olene Burton Breckenridge

the bargainor, with whom I am personally acquainted, and who acknowledged that executed the within instrument for the purposes therein contained.

Witness my ~~hand~~ and official seal at Glenside Penna this 2 day of February, 1965

Commission Expires March 25, 1968

Horatio Bagnell Notary Public

STATE OF California

~~LOS ANGELES~~ County.

Personally appeared before me, Joseph N. Adatto, a Notary Public in and for said County and State, the within named Joe B. Burrow

the bargainor, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Los Angeles, California this 15th day of February, 1965

Notary Public.

Commission Expires March 18, 1967

STATE OF TENNESSEE
DAVIDSON COUNTY

Personally appeared before me, L. M. Wood, a Notary Public in and for said County and State, the within named Claude B. Burrow, Jr. Esther O. Burrow, Walter Ellis and wife, Pearlie May Ellis, the bargainors, with whom I am personally acquainted, and who acknowledged that they executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee, this 3rd day of March, 1965.

L M Wood
Notary Public

My commission expires 7-26-1967

INSTALLMENT DEED

FROM
Esther O. Burrow et al

TO
Walter Ellis et ux

Attorneys Title Company
Titles Guaranteed

71262

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY
STATE OF TENN

MAR 4 1 16 PM '65

NOTED: BOOK 111 PAGE 174
RECORDING FEE $ 3.00
DEP. REG. 1

R. E. WORRALL
COUNTY COURT CLERK
DAVIDSON COUNTY, TENN.

MAR 4 1965

STATE TAX $ 2.75
PROBATE
TOTAL $ 3.25

PAID MAR 4 1965