NUMBER 75042 WARREN B.SLOAN ET UX TO OZRO HOWARD,RECORDED MAY 29,1925

INSTALLMENT DEED

FOR AND IN CONSIDERATION of the sum of EIGHT HUNDRED AND FIFTY & NO/100($850.00)DOLLARS of which FIFTY & NO/100 ($50.00) DOLLARS has been paid in cash by OZRO HOWARD, the receipt of which is hereby acknowledged, and for the remainder EIGHT HUNDRED AND NO/100 ($800.00) DOLLARS the said OZRO & HOWARD AND WIFE HAVE EXECUTED AND DELIVERED TO WARREN B.SLOAN,THEIR 55 JOINT PROMISSORY NOTES,OF EVEN DATE HEREOF,THE PRINCIPAL SUM OF EACH IS FOR $10.00 BUT THE INTEREST AT 6% IS ADDED TO THE FACE OF EACH NOTE ON THE ENTIRE AMOUNT OF THE INDEBTEDNESS,MAKING THE FIRST NOTE,WHICH FALLS DUE ON JUNE 1ST,1925, BEING FOR $14.00 AND EACH SUCCEEDING NOTE FALLING DUE ON THE FIRST DAY OF EACH SUCCEEDING MONTH,BEING FOR FIVE CENTS LESS THAN THE PRECEEDING NOTE,AND ONE NOTE FALLING DUE JAN.1ST,1930 BEING FOR $250.00

added in face of notes payable monthly

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 WARREN B.SLOAN AND WIFE EMMA D.SLOAN have this day bargained and sold, and do hereby transfer and convey unto the said OZRO HOWARD, HIS heirs and assigns, certain real estate in Davidson County, Tennessee, as follows: BEING LOTS #13, 14 AND 15 IN BLOCK #[illegible] ON THE PLAN OF THE FISK UNIVERSITY PLACE, WHICH PLAN IS OF RECORD IN BOOK 421,PAGES 4 AND 5 R.O.D.C.,TENN. SAID LOTS 13 AND 14 FRONTS FIFTY (50) FEET EACH AND LOT 15 FRONTS 48 (FORTY-EGGHT) FEET ON THE WEST SIDE OF HOWARD ST.NOW CALLED 30TH. AVE.NO.,AND ALL EXTEND BACK 150 FEET TO AN XXXX ALLEY IN THE REAR,EXCEPT LOT 15 WHICH RUNS BACK WESTERLY ALONG THE SOUTH MARGIN OF CLARE ST., 96 FEET TO A POINT, CONTINUEING ALONG SAID CLARE ST.IN A SOUTHWESTERLY DIRECTION 64 FEET TO THE ALLEY IN THE REAR OF SAID LOTS,SAID LOT 15 SHOWING ON SAID ALLEY 11(E EVEN) FEET. BEING PART OF THE SAME PROPERTY CONVEYED TO WARREN B.SLOAN BY DEED OF RECORD IN BOOK 660, PAGE 526, R.O.D.C., TENN. ALSO BOOK 448, PAGE 173 R.O.D.C.TENN.

The entire debt secured herein having been paid in full to the lawful owner and holder thereof, I hereby release the lien on the within described property, held to secure the payment of said debt. This 1st day of June 1930
Attest: [illegible] D.C. Register

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said OZRO HOWARD, 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 OZRO HOWARD, 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 US in hand paid, WE, the said OZRO HOWARD AND WIFE RUBY HOWARD do hereby transfer and convey unto R.L.KENNEDY, 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 OZRO HOWARD AND WIFE RUBY HOWARB, 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.

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 covered herein, the same to bear interest from the date of such payment.

Now, if WE, the said OZRO HOWARD & WIFE RUBY HOWARD, 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 in 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 OZRO HOWARD 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 R.L.KENNEDY, 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 WARREN B.BLOAN AND WIFE EMMA D.SLOAN and OZRO HOWARD AND WIFE RUBY HOWARD, hereunto set our hands at NASHVILLE, Tennessee, this the 16 day of MAY, 1925

WARREN B.SLOAN
EMMA D.SLOAN
OZRO HOWARD, RUBY HOWARD

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, RUFUS GANN, a Notary Public in and for said County and State, the within-named WARREN B.SLOAN AND WIFE EMMA D.SLOAN AND OZRO HOWARD AND WIFE RUBY HOWARD

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

And EMMA D. SLOAN AND RUBY HOWARD, WARREN B.SLOAN AND ~~X~~ OZRO HOWARD, WIVES of the said having appeared before me privately and apart from THEIR husbandS, the said EMMA D.SLOAN AND RUBY HOWARD, acknowledged the execution of the said instrument to have been done by THEM freely, voluntarily, and understandingly, without compulsion or constraint from THEIR said husbandS, and for the purposes therein expressed.

Witness my hand and official seal at NASHVILLEXXXXXXXXX, Tennessee, this 16TH day of MAY, 1925

My commission expires on the 2 day of JAN. 1927 XXXX (SEAL) RUFUS GANN, 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, wife 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

U.S.R.S.$1.00
REC'D. MAY 25,1925 AT 2:20 P.M.