NUMBER42515 RECORDED APRIL 3 1929 WARREN B.SLOAN ET UX TO GEORGE PULLEN ET UX

INSTALLMENT DEED

FOR AND IN CONSIDERATION of the sum of SIXTEEN HUNDRED AND FIFTY AND NO/100 ($1650.00) DOLLARS of which ONE HUNDRED AND NO/100 ($100.00) DOLLARS has been paid in cash by GEORGE PULLEN AND WIFE AMANDA PULLEN, the receipt of which is hereby acknowledged, and for the remainder FIFTEEN HUNDRED AND FIFTY AND NO/100 ($1550.00) DOLLARS the said GEORGE PULLEN AND WIFE AMANDA PULLEN HAVE EXECUTED AND DELIVERED TO WARREN B. SLOAN THEIR 67 JOINT PROMISSORY NOTES,ALL OF EVEN DATE HEREOF THE PRINCIPAL SUM OF THE FIRST 66 OF SAID NOTES IS FOR $15.00 EACH BUT THE INTEREST AT 6% PER ANNUM ON THE ENTIRE AMOUNT OF THE INDEBTEDNESS IS ADDED IN THE FACE OF EACH NOTE MAKING THE FIRST NOTE WHICH FALLS DUE ON JUNE 1ST,1928 BEING FOR THE SUM OF $22.75 AND ONE NOTE FALLING DUE ON THE FIRST DAY OF EACH SUCCEEDING MONTH THEREAFTER AND BEING FOR SEVEN AND ONE HALF (7½) CENTS LESS THAN THE PRECEDING NOTE AND THE LAST OR 67TH NOTE IS FOR FIVE HUNDRED AND SIXTY AND NO/100 ($560.00) DOLLARS AND IS DUE AND PAYABLE ON THE 1ST DAY OF DECEMBER,1933.

ADDED IN THE FACE OF THE NOTES PAYABLE MONTHLY

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 in 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 GEORGE PULLEN AND WIFE AMANDA PULLEN,THEIR heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

TWO LOTS OF LAND MARKED ON THE MAP OF MIDWAY AS OF RECORD IN BOOK NO 421,PAGE 11 R O D C TENN. 2.65 ACRES AND 2.82 ACRES AND PART OF DAWN AVENUE LYING BETWEEN SAID TWO LOTS DESCRIBED TOGETHER AS FOLLOWS:-

BEGINNING AT THE NORTHWEST CORNER OF EDEN AVE AND 39TH AVE.NORTH FORMERLY ROSE AVENUE;THENCE WITH THE WESTERLY MARGIN OF SAID ROSE OR 39TH AVE NO., NORTHERLY 616 FEET TO THE SOUTHEAST CORNER OF A LOT CALLED WILSON'S; THENCE WITH THE SOUTH LINE OF THE WILSON LOT WESTERLY 225 FEET TO A POINT; THE SOUTHWEST CORNER OF THE ROBIE WILSON LOT; THENCE NORTHERLY ALONG THE WEST MARGIN OF THE WILSON LOT 50 FEET TO THE POINT WHERE PHILLIPPS ST., INTERSECTS THE WILSON LOT; THENCE CONTINUING WESTERLY ALONG THE SOUTH MARGIN OF PHILLIPS ST. 250 FEET TO THE EASTERLY MARGIN OF BRANCH ST., THENCE WITH THE EASTERLY MARGIN OF SAID BRANCH STREET,SOUTHERLY 690 FEET TO THE NORTHERLY MARGIN OF EDEN AVENUE; THENCE WITH THE NORTHERLY MARGIN OF SAID EDEN AVE EASTERLY 169 FEET TO THE BEGINNING; THERE IS TO BE EXCLUDED FROM THE TRACT OF 2.82 ACRES A STRIP OF LAND FROM THE NORTHEAST CORNER 50X225 HERETOFORE CONVEYED TO ROBIE WILSON.

SAID LOTS OF LAND HEREINABOVE DESCRIBED ARE THE SAME LOTS CONVEYED TO WARREN B. SLOAN BY DEED OF RECORD IN BOOK 644 PAGE 763 R O D C TENN EXCEPT THE ROBIE WILSON LOT.

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 in whole or in part. This 4 day of Dec. 1952
Witness: T. J. Wilmore — Warren B. Sloan

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said GEORGE PULLEN AND WIFE AMANDA PULLEN,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 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 PULLEN AND WIFE AMANDA PULLEN,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 GEORGE PULLEN AND WIFE AMANDA PULLEN 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 GEORGE PULLEN AND AMANDA PULLEN., 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 $ 500.00 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 notes, as his interest may appear.

WE further agrees to keep the improvements on said property in good repair and preservation, and to pay all taxes and assessments therein, 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 herein, the same to bear interest from the date of such payment.

Now, if WE, the said GEORGE PULLEN AND WIFE AMANDA PULLEN., 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 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 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 GEORGE PULLEN AND WIFE AMANDA PULLEN., 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. SLOAN AND WIFE EMMA D.SLOAN and GEORGE PULLEN AND WIFE AMANDA PULLEN, hereunto set our hands at NASHVILLE, Tennessee, this the 1ST day of MAY, 19 28

WARREN B. SLOAN
EMMA D. SLOAN
GEORGE PULLEN.
AMANDA PULLEN.,

Acknowledgment Before Notary Public.

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, W.B.PAUL, a Notary Public in and for said County and State, the within-named WARREN B. SLOAN AND WIFE EMMA D.SLOAN AND GEORGE PULLEN AND WIFE AMANDA PULLEN the bargainor S, 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 AMANDA PULLEN, wives of the said WARREN B. SLOAN AND GEORGE PULLEN., having appeared before me privately and apart from THEIR husbands, the said EMMA D.SLOAN AND AMANDA PULLEN, 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 NASHVILLE, Tennessee, this 2ND day of JULY, 19 28

My commission expires on the 14 day of APRIL, 19 31. (Seal) W.B.PAUL
Notary Public.

REC'D MARCH 25,1929 AT 10:05 A.M.