NUMBER 6892 RECORDED JAN 8,1931 WARREN B. SLOAN,ET UX TO BRYANT E. GREEN,ET UX

INSTALLMENT DEED

FOR AND IN CONSIDERATION of the sum of SIX HUNDRED AND SEVENTY-FIVE & NO/100 ($675.00) DOLLARS of which FIFTEEN & NO/100 ($15.00) DOLLARS has been paid in cash by BRYANT E. GREEN AND WIFE OLA MAE GREEN, receipt of which is hereby acknowledged, and for the remainder SIX HUNDRED AND SIXTY ($660.00) DOLLARS the said BRYANT E. GREEN AND WIFE OLA MAE GREEN HAVE EXECUTED AND DELIVERED TO WARREN B. SLOAN ,THEIR 55 JOINT PROMISSORY NOTES, ALL OF EVEN DATE HEREOF,THE PRINCIPAL SUM OF EACH NOTE IS FOR $12.00, BUT THE INTEREST AT 6% PER ANNUM ON THE ENTIRE REMAINDER OF PRINCIPAL EACH MONTH IS ADDED IN THE FACE OF THE NOTES, MAKING THE FIRST NOTE, WHICH FALLS DUE ON JUNE 9TH,1930, BEING FOR $15.30, AND ONE NOTE FALLING DUE ON THE 9TH .DAY OF EACH SUCCEEDING MONTH THEREAFTER AND BEING FOR SIX CENTS LESS THAN THE PRECEEDING NOTE, MAKING THE LAST OR 55TH.NOTE FOR $12.06

PAYABLE MONTHLY AS PROVIDED IN THE FACE OF NOTES,

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 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 ~~WE~~ BRYANT E. GREEN AND WIFE OLA MAE GREEN,THEIR heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

BEING LOTS#3,4,5,6,7, AND 8 IN BLOCK "M" ON THE MAP OF HADLEY BEND CITY, WHICH PLAN IS OF RECORD IN BOOK 421, PAGE 120, R.O.D.C. TENN. SAID LOTS FRONT 25 FEET EACH ON THE SOUTHERLY SIDE OF CENTER STREET,AND ALL EXTEND BACK BETWEEN PARALLEL LINES 150 FEET TO AN ALLEY, SHOWING ON SAID ALLEY 25 FEET EACH, BEING PART OF THE SAME LOTS CONVEYED TO WARREN B. SLOAN BY DEEDS OF RECORD IN BOOK 714, PAGE 473, R.O.D.C.TENN., AND BOOK 505 PAGE 601, R.O.D.C.TENN.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said BRYANT E .GREEN AND WIFE OLA MAE GREEN, 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, OUR heirs and representatives, to warrant and forever defend the title to said real estate to said BRYANT E. GREEN AND WIFE, OLA MAE GREEN,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 BRYANT E.GREEN AND WIFE OLA MAE GREEN

do hereby transfer and convey unto R.L. KENNEDY, 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 BRYANT E. GREEN AND WIFE OLA MAE GREEN, 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 $ 300.00 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 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 herein, the same to bear interest from the date of such payment.

Now, if WE, the said BRYANT E. GREEN AND WIFE, 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 sucessor 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 BRYANT E. GREEN AND WIFE, OLA MAE GREEN 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 any 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 BRYANT E. GREEN AND WIFE OLA MAE GREEN, hereunto set our hands at NASHVILLE, Tennessee, this the 7TH day of MAY,1930. ~~XXXX~~

WARREN B. SLOAN
EMMA D. SLOAN
BRYANT E. GREEN
OLA MAE GREEN

ACKNOWLEDGMENT BEFORE NOTARY PUBLIC

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, H.S. VANDEREN, a Notary Public in and for said County and State, the within named WARREN B. SLOAN AND WIFE EMMA D. SLOAN AND BRYANT E. GREEN AND WIFE OLA MAE GREEN 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,WIFE
WARREN B. SLOAN
~~XXX~~ of the said

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

Witness my hand and official seal at NASHVILLE, Tennessee, this 17TH day of JULY,1930, 1/31

My commission expires on the 9 day of APRIL, 1934. (Seal) H.S.VANDEREN

Notary Public.

REC'D JAN 7,1931 AT 3:32 P.M.

STORER-MILLER, NASHVILLE