NUMBER 3746 RECORDED MAY 12,1931 WARREN B. SLOAN,ET UX TO W.MACK COX

INSTALLMENT DEED

FOR AND IN CONSIDERATION of the sum of TWELVE HUNDRED AND FIFTY & NO/100($1,250.00) DOLLARS
of which TWO HUNDRED AND FIFTY & NO/100 ($250.00) DOLLARS has been paid in cash by
W. MACK COX , receipt of which is hereby acknowledged, and for the remainder
ONE THOUSAND & NO/100 ($1,000.00) - - - - - DOLLARS
the said W. MACK COX HAS EXECUTED AND DELIVERED TO EMMA D. SLOAN, HIS 40 PROMISSORY NOTES, ALL OF EVEN DATE HEREWITH, THE PRINCIPAL SUM OF EACH NOTE IS FOR $25.00, BUT THE INTEREST AT 6% PER ANNUM IS ADDED INTHE FACE OF EACH NOTE, MAKING THE FIRST NOTE WHICH FALLS DUE ON JUNE 4TH,1931 AFTER DATE HEREOF, AND BEING FOR $30.00 , AND ONE NOTE FALLING DUE ON THE 4TH DAY OF EACH SUCCEEDING MONTH THEREAFTER, BEING FOR TWELVE AND ONE-HALF CENTS LESS THAN THE PRECEEDING NOTE, MAKING THE 1ST OR 40TH.NOTE FOR$25.12

PAYABLE MONTHLY AS PROVIDED IN THE FACE OF THE 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 W. MACK COX, AN UNMARRIED MAN PAST THE AGE OF 21 YEARS , HIS heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

BEING THE NORTH HALF OF LOTS #11 AND 12 IN BLOCK #3 ON THE PLAN OF SYLVAN PARK SUB-DIVISION, WHICH PLAN IS OF RECORD IN BOOK 332, PAGE 104, R.O.D.C.,TENN., MORE FULLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE EAST MARGIN OF 46TH AVE. NO., SAID BEGINNING POINT BEING 80 FEET NORTH OF THE NORTHEAST CORNER OF 46TH AVE. & UTAH AVE.;RUNNING THENCE AT RIGHT ANGLES EASTERLY, ALONG THE NORTH LINE OF THE PROPERTY HERETOFORE CONVEYED TO MARIE RIDGE, 110 FEET TO A POINT IN THE EAST LINE OF LOT ELEVEN; THENCE AT RIGHT ANGLES NORTH ALONG THE LINE DIVIDING LOTS TEN AND ELEVEN EIGHTY (80) FEET TO THE SOUTH MARGIN OF AN ALLEY; THENCE AT RIGHT ANGLES WEST ALONG THE SOUTH MARGIN OF SAID ALLEY 110 FEET TO THE EAST MARGIN OF 46TH AVE. NO.;THENCE AT RIGHT ANGLES SOUTH ALONG THE EAST MARGIN OF SAID 46TH AVE. EIGHTY (80) FEET TO THE POINT OF BEGINNING.

BEING PART OF THE SAME PROPERTY CONVEYED TO EMMA D. SLOAN BY DEED OF RECORD IN BOOK 838 PAGE 367 R.O.D.C.TENN.

THE PURCHASER ASSUMES AND AGREES TO PAY ALL TAXES FOR THE YEAR 1931, THE AMOUNT COVERING THE PRORATE FOR THE 4 MONTHS JUST PAST HAVING BEEN TURNED OVER TO THE PURCHASER W. MACK FOX, A RECEIPT FOR SAME IS HEREBY ACKNOWLEDGED.

THE PURCHASER W. MACK COX ASSUMES THE 2 REMAINING STREET ASSESSMENTS ,THE AMOUNT FOR SAME HAVING BEEN DEDUCTED FROM THE CONSIDERATION, THE TOTAL FOR WHICH IS $-- .

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said W. MACK COX, 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 unencumbered.

WE further covenant and bind OURSELVES, OUR heirs and representatives, to warrant and forever defend the title to said real estate to said W. MACK COX, 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 ME in hand paid I , the said W. MACK COX

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.

I , the said W. MACK COX , 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 $ 1000.00 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.

I 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 I 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 I , the said W. MACK COX , 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 I 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, I 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 in authorized and empowered to execute and deliver a deed to the purchaser. The creditor may bid at any sale under this trust conveyance.

I 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. I 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 W. MACK COX 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 sucessor 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 W. MACK COX, AN UNMARRIED MAN, , hereunto set our hands at NASHVILLE , Tennessee, this the 4TH day of MAY,1931. XXXX .

WARREN B. SLOAN
EMMA D. SLOAN
W. MACK COX

ACKNOWLEDGMENT BEFORE NOTARY PUBLIC

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, MARY LOU BALL , a Notary Public in and for said County and State, the within named WARREN B. SLOAN AND WIFE, EMMA D. SLOAN AND W. MACK COX, AN UNMARRIED MAN, 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 XXX of the said
WARREN B. SLOAN

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 11 day of MAY, , 1931.
My commission expires on the 15 day of APRIL, , 1935. (Seal) MARY LOU BALL

REC'D MAY 11,1931 AT 11:25 A.M. Notary Public.

STEGER-MILLER, NASHVILLE