NUMBER 62696 RECORDED JUNE 24, 1946

MRS. FLOSSIE GRAY DOWDELL TO REV. CTIS HOCKS

INSTALLMENT DEED

Book No. 1369

KNOW ALL MEN BY THESE PRESENTS, That I, MRS. FLOSSIE GRAY DOWDELL, for the sum of $3300.00 THIRTY-THREE HUNDRED AND NO/100 DOLLARS cash in hand, and ONE HUNDRED AND FIFTY ($150.00)-------- DOLLARS has been paid in cash by REV. CTIS HOCKS, the receipt of which is hereby acknowledged, and for the remainder

$3150.00 THIRTY-ONE HUNDRED AND FIFTY AND NO/100 DOLLARS

the said REV. CTIS HOCKS HAS EXECUTED HIS 88 PROMISSORY LIEN NOTES OF EVEN DATE HEREWITH, PAYABLE TO THE ORDER OF MRS. FLOSSIE GRAY DOWDELL AND DUE MONTHLY. ALL OF SAID NOTES ARE IN THE PRINCIPLE SUM OF $36.00 EXCEPT THE 88TH OR LAST NOTE, WHICH NOTE IS IN THE PRINCIPLE SUM OF $18.00. THE FIRST OF SAID NOTES BECOME DUE AND PAYABLE JULY 1, 1946, AND THE OTHERS, ONE ON THE FIRST DAY OF EACH AND EVERY MONTH THEREAFTER, IN THEIR REGULAR ORDER UNTIL ALL OF SAID NOTES ARE PAID.

* STATE OF MICHIGAN)
WAYNE COUNTY) PERSONALLY APPEARED BEFORE ME WHEATLEY RAY, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, THE WITHIN NAMED MARTIN L. DOWDELL, WHO IS THE HUSBAND OF FLOSSIE GRAY DOWDELL THE BARGAINOR WITH WHOM I AM PERSONALLY ACQUAINTED, AND WHO ACKNOWLEDGED THAT HE IS HUSBAND EXECUTED THE WITHIN INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED
WITNESS MY HAND AND OFFICIAL SEAL AT DETROIT, MICH THIS 14 DAY OF JUNE 1946.
(SEAL) WHEATLEY RAY, NOTARY PUBLIC
COMMISSION EXPIRES SEPT. 13, 1948

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 I, MRS. FLOSSIE GRAY DOWDELL FORMERLY MRS. FLOSSIE GRAY MY HUSBAND, MARTIN L. DOWDELL JOINING WITH ME

have this day bargained and sold, and do hereby transfer and convey, unto the said CTIS HOCKS

HIS heirs and assigns, certain real estate in Davidson County, Tennessee, as follows.

BEING LOTS NOS. 43 AND 44 ON THE PLAN OF THE SUBDIVISION OF HEFFERNAN PLACE, AS OF RECORD IN BOOK 161, PAGE 136, REGISTER'S OFFICE FOR SAID COUNTY.

SAID LOTS NOS. 43 AND 44 FRONT 50 FEET EACH ON THE EASTERLY SIDE OF 28TH AVENUE NORTH, FORMERLY MCLAUGHLIN STREET, AND RUN BACK BETWEEN PARALLEL LINES 150 FEET TO AN ALLEY.

BEING THE SAME PROPERTY CONVEYED TO DAVID BELL FOR LIFE, WITH REMAINDER IN FLOSSIE LEE GRAY, BY DEED FROM DAVID BELL OF RECORD IN BOOK 1113, PAGE 112, SAID REGISTER'S OFFICE, THE SAID DAVID BELL HAVING SINCE DIED.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said CTIS HOCKS heirs and assigns, forever. I covenant that I AM lawfully seized and possessed of said real estate in fee simple, have good right to convey it, and that the same is unencumbered.

I further covenant and bind MYSELF, MY heirs and representatives, to warrant and forever defend the title to said real estate to said CTIS HOCKS 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 I for the consideration of One Dollar to ME in hand paid I, the said CTIS HOCKS do hereby transfer and convey unto WALTER S. WALKER, 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 J. C. EPPS AND WIFE, LUELLA EPPS, 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 $ 1500.00 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.

I 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 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 therein, the same to bear interest from the date of such payment.

Now, if I, the said J. C. EPPS AND WIFE, LUELLA EPPS, 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 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.

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 J. C. EPPS AND WIFE, LUELLA EPPS, 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 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 Davidsod County, Tennessee, and the title herein conveyed to W. M. FUQUA 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 J. J. WOODS AND WIFE LILLA WOODS and J. C. EPPS AND WIFE, LUELLA EPPS, hereunto set our hands at NASHVILLE, Tennessee, this the 12 day of JUNE, 19 46.

J. J. WOODS
LILLA WOODS
J. C. EPPS
LUELLA EPPS

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, H. A. MOORE, a Notary Public in and for said County and State, the within named J. J. WOODS AND WIFE LILLA WOODS the bargainor S, with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And , 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 Nashville, Tennessee, this 12 day of JUNE 19 46.

My commission expires OCT. 23, 1949 (Seal) H. A. MOORE Notary Public.

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, MAMIE PUSH, a Notary Public in and for said County and State, the within named J. C. EPPS AND WIFE, LUELLA EPPS the bargainor S, with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And , 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 Nashville, Tennessee, this 20 day of JUNE 19 46

My commission expires JULY 8, 1947 (Seal) MAMIE PUSH Notary Public.

U.S.I.R. $2.75
RECEIVED JUNE 21, 1946 AT 1:40 P.M.
EK