Taf
C. Brown 1718 5th Ave No

BOOK 3907 PAGE 796

INSTALLMENT DEED

MAP 81-08
PAR 472
IW 14795
MS

For and in Consideration of the sum of ($10,700.00) Ten Thousand Seven Hundred and No/100ths Dollars, of which ($300.00) Three Hundred and No/100ths Dollars, has been paid in cash by Clifford Brown and wife, Bessie Louise Brown the receipt of which is hereby acknowledged, and for the remainder of ($10,400.00) Ten Thousand Four Hundred and No/100ths Dollars, the said Clifford Brown and wife, Bessie Louise Brown ha ve executed and delivered two notes, of even date herewith, both payable to the order of Henry H. Howard and wife, Cletice Suggs Howard, the first due sixty days from date and being in the principal amount of $400.00, with interest at the rate of 6% per annum from date, and the second note being in the principal sum of ($10,000.00) Ten Thousand Dollars, payable in 240 monthly installments of $71.65 each which includes principal and interest at the rate of 6% per annum on declining balances, the first installment due and payable May 1, 1965 and one on the first day of each month thereafter for a total of 240 months,

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, we, Henry H. Howard and wife, Cletice Suggs Howard

have this day bargained and sold, and do hereby transfer and convey unto the said Clifford Brown and wife, Bessie Louise Brown, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Being Lot No. 77 in D. T. McGavock's Plan of 98 lots in North Nashville, as of record in Book 21, page 7, Register's Office for said County.
Said Lot No. 77 fronts 50 feet on the easterly side of 5th Avenue, North, formerly Summer Street, and runs back between parallel lines 174 feet to an alley.
Being the same property conveyed to Henry H. Howard and wife by deed from Earl M. Bryant, unmarried, as of record in Book 2012, page 321, said Register's Office.

Taxes for 1965 have been prorated and assumed by grantees.

This is improved property, known as 1718-5th. Ave. North, Nashville, Tenn.

Being parcel No. 1-W-14795

Send Tax Notices to:

Cumberland Builders, Inc.
615 Main Street
Nashville, 6, Tenn.

To Have and to Hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Clifford Brown and wife, Bessie Louise Brown, their heirs and assigns forever. We covenant that we are lawfully seized and possessed of said real estate in fee simple, have a 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 Clifford Brown and wife, Bessie Louise Brown, 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 Clifford Brown and wife, Bessie Louise Brown

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do hereby transfer and convey unto Ross V. Dunn, 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 Clifford Brown and wife, Bessie Louise Brown 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 $ 10,000.00 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 interst 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 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 we, the said Clifford Brown and wife, Bessie Louise Brown 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 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 front door of the Court House 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 the 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 the 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 Clifford Brown and wife, Bessie Louise Brown, 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 of 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 Davidson County, Tennessee, and the title herein conveyed to Ross V. Dunn, 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 or settlement in relation to his trusteeship.

IN WITNESS WHEREOF, we, the said Henry H. Howard and wife, Cletice Suggs Howard and Clifford Brown and wife, Bessie Louise Brown hereunto set our hands at Nashville, Tennessee, this the 27th day of March 1965

Henry H. Howard

Cletice Suggs Howard

Clifford Brown

Bessie Louise Brown

STATE OF TENNESSEE
Davidson County

Personally appeared before me, F. C. Hardaway, a Notary Public in and for said County and State, the within named Henry H. Howard and wife, Cletice Suggs Howard and Clifford Brown and wife, Bessie Louise Brown

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

Witness my hand and official seal at Nashville Tennessee, this 31 day of March, 1965

Commission Expires Oct 25-1967 F. C. Hardaway, Notary Public.

STATE OF

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.

Witness my hand and official seal at this day of, 19

Commission Expires _____, Notary Public.

STATE OF TENNESSEE)
Davidson County)

Before me, _____, a Notary Public within and for the State and County aforesaid, personally appeared _____ and _____ with whom I am personally acquainted and who upon (his oath / their several oaths) acknowledged (himself / themselves) to be the _____ and _____ respectively of the _____ the within named bargainor, a corporation, and that (he / they) as such _____ and _____, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by the said _____ as such _____, and attesting the same by the said _____ as such _____

Witness my hand and official seal at office at _____ on this the _____ day of _____, 19____.

My commission expires _____

_____
Notary Public

INSTALLMENT DEED

FROM

HENRY H. HOWARD, ET UX

TO

CLIFFORD BROWN, ET UX

Attorneys Title Company
Titles Guaranteed

87128

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY
STATE OF TENN

RECEIVED IN BOOK 111 PAGE 868
RECORDING FEE $ 2.50
DEP. REG. _____

PAID JUN 30 1965
R. E. WORRALL
COUNTY COURT CLERK
DAVIDSON COUNTY, TENN.

STATE TAX $ _____