NUMBER 66203 EUGENE B. BENEDICT TO W.H.JERNIGAN ET UX, RECORDED OCT. 14,1924

INSTALLMENT DEED

FOR AND IN CONSIDERATION of the sum of $3,700.00 THIRTY SEVEN HUNDRED AND NO/100 DOLLARS of which FOUR HUNDRED MX FIVE AND NO/100 DOLLARS has been paid in cash by W.H.JERNIGAN AND WIFE ESSIE JERNIGAN, the receipt of which is hereby acknowledged, and for the remainder $3,295. 00 THIRTY TWO HUNDRED AND NINETY-FIVE AND NO/100 DOLLARS the said W.H.JERNIGAN AND WIFE, ESSIE JERNIGAN have ASSUMED A MORTGAGE OF TWO THOUSAND ($2,000.00$) DOLLARS, DATED MARCH 21,1924, FOR THREE YEARS X WITH INTEREST AT 6% PER ANNUM, INTEREST PAYABLE SEMI-ANNUALLY: AND FOR THE BALANCE HAVE EXECUTED THIRTY-SEVEN PROMISSORY NOTES FOR $35.00 EACH. THE FIRST ONE OF SAID NOTES IS DUE ONE MONTH AFTER DATE OF DEED, AND THE BALANCE MONTHLY THEREAFTER UNTIL PAID.
THE PURCHASER ASSUMES AND AGREES TO PAY CITY AND STATE AND COUNTY XXXX TAXES FOR THE YEAR, 1924.

THE MORTGAGE OF TWO THOUSAND ($2,000.00) DOLLARS HEREINABOVE ASSUMED IS RECORDED IN BOOK 595, PAGE 249, R.O.D.C.,TENN.

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's fees, a lien is expressly retained on the land herein conveyed. I, EUGENE B. BENEDICT (UNMARRIED MAN) have this day bargained and sold, and do hereby transfer and convey unto the said W.H.JERNIGAN AND WIFE ESSIE JERNIGAN, THEIR heirs and assigns, certain real estate in Davidson County, Tennessee, as follows: LAND LOCATED IN THE CORPORATED LIMITS OF THE CITY OF NASHVILLE IN DAVIDSON COUNTY, TENNESSEE, DESCRIBED AS FOLLOWS:

BEING THE SOUTHERLY 40 FEET OF LOT NO.136 X IN THE BENEDICT LAND COMPANY'S SUBDIVISION, AN ADDITION TO NASHVILLE, TENNESSEE, THE PLAN WHICH IS RECORDED IN PLAN BOOK NO.332, PAGE 40 REGISTER'S OFFICE OF DAVIDSON COUNTY, TENNESSEE. THE SOUTHERLY 40 FEET OF LOT NO.136, FRONTS 40 FEET ON THE EASTSIDE OF STOCKELL STREET AND RUNS BACK IN AN EASTERLY DIRECTION BETWEEN PARALLEL LINES 170 FEET, MORE OR LESS, TO AN ALLEY IN THEREAR AND APART X OF THE SAME PROPERTY CONVEYED TO EUGENE B. BENEDICT BY A. B.BENEDICT AND WIFE, ANNE S.BENEDICT AND GEORGE C.BENEDICT TRUSTEE AS OF RECORD IN BOOK 630, PAGE 331.

Filed for Record the 27th day of Sept. 1924 at 11:35 A.M. and is duly recorded herein. And I hereby release the lien retained upon the within described property held to secure the payment of said notes.
This 7th day of Oct. 1924.
By W.O.Stahl Deputy Register

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said W.H.JERNIGAN AND WIFE ESSIE JERNIGAN, 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 W.H.JERNIGAN AND WIFE, ESSIE JERNIGAN, 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 bank 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 W.H.JERNIGAN AND WIFE do hereby transfer and convey unto A. T.JONES, JR. TRUSTEE, 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 W.H.JERNIGAN AND WIFE ESSIE JERNIGAN, 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 $ 3,000.00 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 notes, as his interest 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 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 therein, the same to bear interest from the date of such payment.

Now, if WE, the said W.H.JERNIGAN AND WIFE ESSIE JERNIGAN, 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 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.

2d. To the payment of all taxes which may be unpaid on said premises.

3d. 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.H.JERNIGAN AND WIFE ESSIE JERNIGAN 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-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 A.T.JONES, JR., 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 EUGENE B.BENEDICT (UNMARRIED) and W.H.JERNIGAN AND WIFE ESSIE JERNIGAN, hereunto set our hands at NASHVILLE, Tennessee, this the 24TH day of SEPTEMBER, 1924

EUGENE B. BENEDICT
W.H.JERNIGAN
ESSIE JERNIGAN

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, HATTIE L.SPANN, a Notary Public in and for said County and State, the within-named EUGENE B.BENEDICT (UNMARRIED MAN) AND W.H.JERNIGAN AND WIFE, ESSIE JERNIGAN, the bargainor S, with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And ESSIE JERNIGAN, WIFE of W.H.JERNIGAN, having appeared before me privately and apart from HER husband, the said ESSIE JERNIGAN, 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 27 day of SEPT. 1924
My commission expires on the 24 day of JULY 1927 (SEAL) HATTIE L.SPANN, Notary Public

STATE OF TENNESSEE, DAVIDSON 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.

And, wife 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 and husband, and for the purposes therein expressed.

Witness my hand and official seal at Tennessee, this day of, 192
My commission expires on the day of, 192, Notary Public.

US. R.S.$ 4.00
REC'D. SEPT.30,1924 AT 11:03 A.M.