NUMBER 67372 RECORDED NOV 10,1924 MANSE BENNETT,ET UX TO G. W. HIBDON

INSTALLMENT DEED

FOR AND IN CONSIDERATION of the sum of EIGHT ($800.00) HUNDRED--- DOLLARS of which FIVE ($500.00) HUNDRED DOLLARS has been paid in cash by G.W. HIBDON, the receipt of which is hereby acknowledged, and for the remainder THREE HUNDRED ($300.00) DOLLARS the said G.W. HIBDON has EXECUTED AND DELIVERED HIS TWENTY-FIVE PROMISSORY NOTES OF EVEN DATE HEREWITH FOR THE SUM OF TWELVE DOLLARS EACH,PAYABLE MONTHLY ~~BARRXMERRYMEN~~ TO THE ORDER OF MANSE BENNETT.THE FIRST ONE OF SAID NOTES FALLING DUE ON OR BEFORE THE 18T DAY OF MARCH,1923 AND ONE ON OR BEFORE THE FIRST DAYS OF EACH SUCCEEDING MONTH THEREAFTER UNTIL ALL SHALL HAVE BEEN PAID,

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.

WE,MANSE BENNETT AND WIFE,MARY A. BENNETT, have this day bargained and sold, and do hereby transfer and convey unto the said G.W. HIBDON,HIS heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

BEING THE NORTH ONE HALF OF LOT NO.6 OF THE SUBDIVISION OF LOTS 17 TO 22 INCLUSIVE OF BOSTICK'S 3RD ADDITION TO NASHVILLE,TENN.

SAID NORTH HALF OF LOT NO.6 FRONTS 35FEET ON THE WEST SIDE OF PARRISH STREET AND RUNS BACK BETWEEN PARALLEL LINES ON THE SOUTH SIDE OF AN ALLEY,80 FEET TO AN ALLEY IN THE REAR. SEE PLAN BOOK NO.191,PAGE 41 R.O.D.C. TENN.THIS BEING THE SAME PEARCEL OF LAND CONVEYED BY DEED FROM W.A. MULLOY,ET UX,TO MANSE BENNETT,AS OF RECORD IN BOOK NO.531, PAGE 21, 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 G.W. HIBDON,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 unincumbered.

WE further covenant and bind OURSELVES,AND/OUR heirs and representatives, to warrant and forever defend the title to said real estate to said G.W. HIBDON,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 ---- in hand paid, I, the said G.W. HIBDON do hereby transfer and convey unto G.S. MOORE, Trustee, his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title, and interest thereto belonging, for the purposes aforesaid only.

I, the said G.W. HIBDON, 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.

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 G.W. HIBDON, 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~~ 3 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~~ 3 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.

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 G.W. HIBDON, 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 G.S. MOORE, 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 MANSE BENNETT AND WIFE,MARY A. BENNETT and G.W. HIBDON, hereunto set our hands at NASHVILLE, Tennessee, this the 29TH day of JAN, 192 3.

MANSE BENNETT
MARY A. BENNETT
G.W. HIBDON

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 , wi 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 , Tennessee, this day of , 192

My commission expires on the day of , 192 , Notary Public.

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, S.L. WRIGHT, a Notary Public in and for said County and State, the within-named MANSE BENNET AND WIFE,MARY A. BENNETT AND G.W. HIBDON, the bargainor S, with whom I am personally acquainted, and who acknowledged that HE executed the within instrument for the purposes therein contained.

And MARY A. BENNETT WIFE of the said MANSE BENNETT, having appeared before me privately and apart from HER husband , the said MARY A. BENNETT, 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 29TH day of JAN, 192 3.

My commission expires on the -- day of ---, 192 -- (SEAL) S.L. WRIGHT, Notary Public.

U.S.R.S. $.50

REC'D OCT 29,1924 AT 1:10 A.M.