NUMBER 32207 RECORDED JULY 31 1928 GROVER G MOSS ET UX TO K N GIBBS ET UX

Steger-Miller

INSTALLMENT DEED

FOR AND IN CONSIDERATION of the sum of THREE THOUSAND AND FIFTY ($3050.00) DOLLARS of which TWELVE HUNDRED ($1200.00) DOLLARS has been paid in cash by K N GIBBS AND WIFE ANNIE LEE GIBBS, the receipt of which is hereby acknowledged, and for the remainder EIGHTEEN HUNDRED AND FIFTY ($1850.00) DOLLARS the said K N GIBBS AND WIFE ANNIE LEE GIBBS HAVE ASSUMED AND AGREE TO PAY A NOTE FOR TWELVE HUNDRED DOLLARS DATED MAY 28TH 1928 DUE IN THREE YEARS TO THE MORTGAGE LOAN TRUST COMPANY ALSO SIX INTEREST NOTES FOR $36.00 EACH DUE 6, 12 18, 24, 30 AND 36 MONTHS AFTER DATE.,

FOR THE REMAINING SIX HUNDRED AND FIFTY DOLLARS THE SAID PURCHASERS ASSUME AND AGREE TO PAY THE REMAINING THIRTY ONE NOTES OF A SERIES OF 66 VENDORS LIEN NOTES FOR $20.00 EACH DATED JUNE 16TH 1925 AND DUE IN MONTHLY INSTALLMENTS AND ONE NOTE FOR $30.00 IT BEING A SIXTY SEVENTH NOTE OF THE ABOVE MENTIONED SERIES ALL OF SAID NOTES BEARING SIX PER CENT INTEREST FROM THEIR DATE.,

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 GROVER G MOSS AND WIFE CECLIA BELL MOSS.,

have this day bargained and sold, and do hereby transfer and convey, unto the said K N GIBBS AND WIFE ANNIE LEE GIBBS heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

BEING LOT NO 53 AND THE NORTHERLY 13 FEET OF LOT NO 52 ON THE MAP OF EAST MORELAND PLACE AS OF RECORD IN BOOK 161 PAGE 170 R O D C TENNESSEE

SAID LOT NO 53 AND THE NORTHERLY 13 FEET OF LOT NO 52 FRONT TOGETHER 71 FEET ON THE WEST SIDE OF MERIDIAN STREET AND RUNS BACK BETWEEN PARALLEL LINES 140 FEET TO AN ALLEY BEING THE SAME PROPERTY CONVEYED TO GROVER G MOSS AND WIFE CECELIA BELL MOSS FROM J W SIGNED H W BROWN AND WIFE LOUELLA BROWN AS OF RECORD IN BOOK 676 PAGE 143 R O BC TENN.,

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said K N GIBBS AND WIFE ANNIE LEE GIBBS, 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 EXCEPT AS HEREIN SET OUT

WE further covenant and bind OURSELVES OUR heirs and representatives, to warrant and forever defend the title to said real estate to said K N GIBBS AND WIFE ANNIE LEE GIBBS 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 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 K N GIBBS AND WIFE ANNIE LEE GIBBS do hereby transfer and convey unto T A SHRIVER JR., 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 K N GIBBS AND WIFE ANNIE LEE GIBBS, 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 notes, as his interest may appear.

WE further agrees to keep the improvements on said property in good repair and preservation, and to pay all taxes and 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 herein, the same to bear interest from the date of such payment.

Now, if WE, the said K N GIBBS AND WIFE ANNIE LEE GIBBS, 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 of said notes or part thereof promptly at THREE SUCCESSIVE 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 conveyence.

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.

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 K N GIBBS AND WIFE ANNIE LEE GIBBS., 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 T A SHRIVER 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 GROVER G MOSS, CECLIA BELL MOSS, and K N GIBBS AND WIFE ANNIE LEE GIBBS, hereunto set our hands at NASHVILLE, Tennessee, this the 14 day of JULY, 19 28.

GROVER G MOSS
CECLIA BELL MOSS
K N GIBBS
ANNIE LEE GIBBS

ACKNOWLEDGMENT BEFORE NOTARY PUBLIC.

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, JOHN E KIRKPATRICK, a Notary Public in and for said County and State, the within-named GROVER G MOSS, CECLIA BELL MOSS, W N GIBBS AND ANNIE LEE GIBBS the bargainor S, with whom I am personally acquainted, and who acknowledged that ---- executed the within instrument for the purposes therein contained.

And CECELIA BELL MOSS AND ANNIE LEE GIBBS, wIVES of the said GROVER G MOSS AND W N GIBBS having appeared before me privately and apart from THEIR husband S, the said CECELIA BELL MOSS AND ANNIE LEE GIBBS, acknowledged the execution of the said instrument to have been done by THEM freely, voluntarily, and understandingly, without compulsion or constraint from THEIR said husband S, and for the purposes therein expressed.

Witness my hand and official seal at NASHVILLE., Tennessee, this 14 day of JULY, 19 28.

My commission expires on the 7 day of JULY, 19 31 (Seal) JOHN E KIRKPATRICK
Notary Public.

REC'D JULY 17 1928 AT 2:48 P. M.