NUMBER 28275 RECORDED MAY. 8TH 1928.
GENERAL SECURITIES COMPANY TO DEED.
E.J.BIBB ET UX.

Steger-Miller

INSTALLMENT DEED

FOR AND IN CONSIDERATION of the sum of ($4300.00) FOUR THOUSAND THREE HUNDRED AND NO/100 DOLLARS of which ($500.00) FIVE HUNDRED AND NO/100 DOLLARS has been paid in cash by E.J.BIBB AND WIFE ETTA C.BIBB, the receipt of which is hereby acknowledged, and for the remainder the said THE SAID E.J.BIBB AND WIFE ETTA BIBB HAVE ASSUMED AND AGREE TO PAY A MORTGAGE FOR $2940.00 AND INTEREST ON SAME, HELD BY THE PRUDENTIAL INSURANCE COMPANY OF AMERICA.

SAID NOTE IS PAYABLE $60.00 EVERY 6 MONTHS UNTIL FEBRUARY 3, 1939 WHEN THE ENTIRE BALANCE WILL BE DUE.

SAID NOTE BEARS INTEREST AT 6% PER ANNUM, PAYABLE SEMI-ANNUALLY, ON THE BALANCE AND WITH EACH PAYMENT ON THE PRINCIPAL.

THE NEXT PAYMENT ON THE PRINCIPAL AND INTEREST WILL BE DUE AUGUST 3, 1928, FOR THE BALANCE OF $860.00 THE SAID E.J.BIBB AND WIFE ETTA E.BIBB HAVE EXECUTED THEIR JOINT PROMISSORY NOTES OF EVEN DATE HEREWITH PAYABLE $30.00 PER MONTH, STARTING ONE MONTH FROM DATE AND CONTINUING EACH MONTH THEREAFTER UNTIL PAID IN FULL.

DEFAULT IN THE PAYMENT OF TWO OR MORE OF SAID NOTES SHALL GIVE THE HOLDER THE RIGHT TO DECLARE ALL UNPAID NOTES DUE AND PAYABLE IMMEDIATELY.

PURCHASER IS TO ASSUME TAXES FOR THE YEAR 1928.

~~XXX~~ 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 GENERAL SECURITIES COMPANY A CORPORATION have this day bargained and sold, and do hereby transfer and convey, unto the said E.J.BIBB AND WIFE ETTA C.BIBB THEIR heirs and assigns, certain real estate in Davidson County Tennessee, as follows: BEING LOT 8 IN BLOCK NO.1 SYLVAN PARK PLAN, WHICH IS OF RECORD IN BOOK NO. 332 PAGE 104 REGISTERS OFFICE FOR DAVIDSON COUNTY TENNESSEE.

SAID LOT NO. 8 FRONTS 50 FEET ON THE NORTH SIDE OF UTAH AVENUE, FORMERLY 7TH AVENUE AND EXTENDS BACK ~~BETWEEN~~ NORTHWARDLY BETWEEN PARALLEL LINES 160 FEET TO AN ALLEY SHOWING 50 FEET ON SAID ALLEY.

AND BEING THE SAME PROPERTY CONVEYED TO GENERAL SECURITIES COMPANY BY DEED RECORDED IN BOOK NO. 805, PAGE 377 OF THE REGISTERS OFFICE FOR DAVIDSON COUNTY, TENNESSEE.

I declare that I am the true and lawful holder of the claim secured by the instrument within recorded, and hereby acknowledge the same in full. This 1st day of September 1939. Witness my hand and seal.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said E.J.BIBB AND WIFE ETTA C. BIBB, 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 SUCCESSORS AND ASSIGNS, to warrant and forever defend the title to said real estate to said E.J.BIBB AND WIFE ETTA C. BIBB 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 E.J.BIBB AND WIFE ETTA C.BIBB

do hereby transfer and convey unto ROY MILES, 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 E.J.BIBB AND WIFE ETTA C.BIBB, 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 $ 3800.00 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 E.J.BIBB AND WIFE ETTA C.BIBB, 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 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 E.J.BIBB, HIS 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 ROY MILES. 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 E.J.BIBB AND WIFE ETTA C.BIBB and GENERAL SECURITIES COMPANY, hereunto set our hands at NASHVILLE, Tennessee, this the 21 day of APRIL, 19 28.

ATTEST J.C.SMITH, SECRETARY. (SEAL) GENERAL SECURITIES COMPANY. BY.WALTER SAMFORD PRESIDENT.
E.J.BIBB.
ETTA C.BIBB.

ACKNOWLEDGMENT BEFORE NOTARY PUBLIC.

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, VIRGINIA MACKENZIE, a Notary Public in and for said County and State, the within-named E.J.BIBB AND WIFE ETTA C.BIBB the bargainor, with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And ETTA C.BIBB, wife of the said E.J.BIBB having appeared before me privately and apart from HER husband, the said ETTA C.BIBB, 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 21 day of APRIL, 19 28.
My commission expires on the 11TH day of JULY, 19 28. (Seal) VIRGINIA MACKENZIE.
Notary Public.

STATE OF TENNESSEE, COUNTY OF DAVIDSON.

ON THIS 21ST DAY OF APRIL
Before me APPEARED WALTER SANFORD AND J.C.SMITH, TO ME PERSONALLY KNOWN WHO BEING BY ME DULY SWORN DID SAY THAT THEY ARE THE PRESIDENT and SECRETARY RESPECTIVELY OF THE GENERAL SECURITIES COMPANY, AND THAT THE SEAL AFFIXED TO SAID INSTRUMENT IS THE CORPORATE SEAL OF SAID CORPORATION, AND THAT SAID INSTRUMENT WAS SIGNED AND SEALED IN BEHALF OF SAID CORPORATION, BY AUTHORITY OF ITS BOARD OF DIRECTORS, AND SAID WALTER SANFORD AND J.C.SMITH ACKNOWLEDGE SAID INSTRUMENT TO BE THE ACT AND DEED OF SAID CORPORATION FOR THE PURPOSES THEREIN STATED.

(Seal) VIRGINIA MACKENZIE.
Notary Public.

My commission expires JULY 11, 1928.

RECEIVED APRIL 23RD. 1928 AT 9.50 A.M.