No. 7645 REGISTERED

MRS. BESSIE L. HILL, TO DEED, CARL BRAMLETTE.

INSTALLMENT DEED

FOR AND IN CONSIDERATION of the sum of TEN HUNDRED FIFTY ($1050.00) & 00/100 Dollars, of which ONE HUNDRED ($100.00) Dollars has been paid in cash by CARL BRAMLETTE, the receipt of which is hereby acknowledged, and for the remainder NINE HUNDRED FIFTY ($950.00) & 00/100 Dollars the said CARL BRAMLETTE has EXECUTED TO BESSIE L. HILL SEVENTY SIX (76) PROMISSORY NOTES OF FOURTEEN (14.90) & 90/100 DOLLARS EACH, ALL DATED JULY 1ST, 1919, THE FIRST OF WHICH FALLS DUE AUG. 1ST, 1919, AND ONE ON THE 1ST OF EACH MONTH THEREAFTER UNTIL ALL SHALL HAVE BECOME DUE AND PAYABLE; EACH OF SAID NOTES INCLUDES $12.50 ON THE PRINCIPAL, AND THE BALANCE OF $2.40 ON EACH NOTE BEING FOR THE INTEREST; $182.00, PRORATED TO THE 76 NOTES, WITH 40 CENTS PAID IN CASH,

The entire debt secured herein having been paid in full the lawful owner and holder of the within described property hold & assure the payment of said debt. This 7th day of Oct. 1921 Attest. Jno. T. Ly & Hall Deputy Reg.

Dft by W. F. Hardison

MATURITY.

all of said notes bearing six per cent interest from date, and to secure the payment of said notes, principal and interest, a lien is expressly retained on the land herein conveyed. I, BESSIE L. HILL, A WIDOW, have this day bargained and sold, and do hereby transfer and convey unto the said CARL BRAMLETTE & WIFE, MARY F. BRAMLETT, THEIR heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

BEING LOT NO. 102 OF BLOCK NO. 7 ON THE MAP OF THE SUBDIVISION OF THE HEFFERMAN PLACE, AS OF RECORD IN BOOK NO. 161, PAGE 138, R. O. D. C. TENN. SAID LOT NO. 102 FRONTS 50 FEET ON THE SOUTHERLY SIDE OF ALAMADA STREET, AND RUNS BACK BETWEEN PARALLEL LINES 140 FEET TO AN ALLEY, AND INCLUDES A ONE HALF INTEREST IN THE WELL ON OR NEAR THE EASTERLY LINE OF SAID LOT, SAID LINE DIVIDING LOTS NOS. 101 & 102 IN SAID PLAN, AND IS THE SAME LOT CONVEYED TO BESSIE L. HILL BY DEED AS OF RECORD IN BOOK NO. 461, PAGE 514, R.O. D. C. TENN. ONE HALF THE EXPENSE OF MAINTAINING SAID WELL AND FIXTURES FOR PUMPING OR DRAWING WATER TO BE PAID BY SAID CARL BRAMLETTE. CITY TAX TO BE PAID BY CONVEYOR. STATE AND COUNTY TAX ASSUMED BY THE PURCHASERS.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said CARL BRAMLETTE & MARY F. BRAMLETTE, THEIR heirs and assigns, forever. I covenant that I AM lawfully seized and possessed of said real estate in fee simple, have a good right to convey it, and that the same is unencumbered.

I further covenant and bind MYSELF, MY heirs and representatives, to warrant and forever defend the title to said real estate to said CARL BRAMLETTE AND MARY F. BRAMLETTE, 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 CARL BRAMLETTE & WIFE MARY F. BRAMLETTE, do hereby transfer and convey unto W. M. WINTERS, 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 CARL BRAMLETTE & WIFE MARY F. BRAMLETTE, do hereby agree to keep all buildings now owned, or to be hereafter erected on said property, insured in some reliable fire insurance company or companies for at least the sum of $600.00 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 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 herein, the same to bear interest from the date of such payment.

Now, if I the said CARL BRAMLETTE, 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 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 Courthouse door 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.

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 CARL BRAMLETTE OR WIFE, 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-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 W. M. WINTERS, 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 BESSIE L. HILL, and CARL BRAMLETTE & MARY F. BRAMLETTE, hereunto set our hands at NASHVILLE, Tennessee, this the 1ST day of JULY, 1919.

BESSIE L. HILL,

CARL BRAMLETTE,

MARY F. BRAMLETTE,

STATE OF TENNESSEE, DAVIDSON COUNTY. Personally appeared before me W. F. HARDISON, a Notary Public in and for said County and State, the within named BESSIE L. HILL, A WIDOW AND CARL BRAMLETTE & WIFE MARY F. BRAMLETTE, the bargainors, with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And MARY F. BRAMLETTE, WIFE wi of the said CARL BRAMLETTE, having appeared before me privately and apart from HER husband, the said MARY F. BRAMLETTE, 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 12TH day of JULY, 1919 19

My commission expires on the day of W. F. HARDISON, (SEAL) Notary Public.

U. S. REV. STAMP $1.50

RECEIVED 3RD DAY DAY OF JULY A. D. 1919 AT 1-20 P. M.

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, 19

My commission expires on the day of, Notary Public.