daily or weekly, published in Davidson County, Tennessee, to sell said property, separately or as a whole 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 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 his 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 by unlawful detainer proceedings, 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. If the holder of said notes prefers, this trust may, in the event of a default in payment, be enforced by proceedings in Court instead of by advertisement and sale, and in such event we agree to pay attorneys fees and court costs. In case of a sale hereunder, the proceeds will be applied by the Trustee as follows:

First - 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.

Second - To the payment of all taxes which may be unpaid on said premises.

Third - To the payment of all unpaid notes herein secured, and any and all sums expended in the protection of said property as herein authorized.

Fourth - The residue, if any, will be paid to H.H.SMITH AND WIFE, MINNIE L.SMITH, 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 of 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 BRANSFORD STONE, Trustee, shall be vested in said successor.

Said Trustee, or his successor, 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.

WE, the said E.H.SMITH AND WIFE, MINNIE L.SMITH, do further agree for OURSELVES, OUR heirs and assigns, that whenever WE or --- heirs or assigns, shall request said **Bransford Realty Company**, its successors or assigns, or the holders of the notes herein secured, to execute any partial release of the lien of said notes, or the lien of any number of said notes less than the whole, or whenever it shall become incumbent upon said **Bransford Realty Company**, its successors or assigns, or the holder of said notes, to make any such release, that

E.H.SMITH AND WIFE, MINNIE L.SMITH, THEIR

heirs or assigns, shall pay in advance to said **Bransford Realty Company**, its successors or assigns, or the holder of said notes, all the expenses, charges and fees of making such release or releases, and in no event shall **Bransford Realty Company**, its successors or assigns, or the holder of said notes, pay or be liable for any such expenses, charges or fees, except for the final release of the entire lien.

IN WITNESS WHEREOF, **Bransford Realty Company** has caused its corporate name to be hereunto subscribed by JOHNSON BRANSFORD its President, and its corporate seal to be hereto affixed by D.E.JACKSON its Secretary, and the said E.H.SMITH AND WIFE, MINNIE L. SMITH, have hereto set THEIR hand S, this, the 5TH day of DECEMBER, 19 39.

(Seal) BRANSFORD REALTY COMPANY

By JOHNSON BRANSFORD President.

Attest: D.E.JACKSON, Secretary.

E.H.SMITH

MINNIE L.SMITH

STATE OF TENNESSEE, COUNTY OF DAVIDSON.

Before me, MARTIN SETTLE, a Notary Public, in and for said State and County, duly qualified and commissioned, personally appeared JOHNSON BRANSFORD, and D.E.JACKSON with whom I am personally acquainted, and who upon oath acknowledged themselves to be the President and Secretary, respectively, of **Bransford Realty Company**, one of the within named bargainors, a corporation; and that they, as such President and Secretary, respectively, being duly authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by said JOHNSON BRANSFORD, AS President, and affixing its corporate seal thereto and attesting same by said D.E.JACKSON as Secretary.

WITNESS my hand and official seal at Nashville, Tennessee, this the 11TH day of DECEMBER, 1939.

My commission expires JULY 9, 1941. (Seal) MARTIN SETTLE, Notary Public.

STATE OF TENNESSEE, COUNTY OF DAVIDSON.

Personally appeared before me, JNO.W.NOLAN, a Notary Public in and for said State and County, the within named E.H.SMITH AND WIFE, MINNIE L.SMITH, the bargainor S, with whom I am personally acquainted, and who acknowledged that THEY executed the foregoing instrument for the purposes therein contained.

And of the said having appeared before me, privately and apart from husband, the said ; the said acknowledged the execution of 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 NASHVILLE, Tennessee, this 16TH day of DECEMBER, 19 39.

My commission expires JAN.13, 1942. (Seal) JNO.W.NOLAN, Notary Public.

U.S.R.S. $1.50

RECD DEC. 21, 1939 AT 11:35 A.M.

MM

TO

G. C. RUSSELL, JR, ET UX

INSTALLMENT DEED

794

FOR AND IN CONSIDERATION of the sum of SIX HUNDRED & 00/100 ($600.00) - - - - - DOLLARS, paid and to be paid by G. C. RUSSELL, JR AND WIFE ANNE A. RUSSELL as follows:

ONE HUNDRED FIFTY & 00/100 ($150.00) DOLLARS PAID IN CASH, RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, AND FOR THE REMAINDER THE SAID G. C. RUSSELL JR AND WIFE, ANNE A. RUSSELL, HAVE EXECUTED AND DELIVERED THEIR 23 LIEN PROMISSORY NOTES, OF EVEN DATE HEREWITH, PAYABLE TO THE ORDEROF BRANSFORD REALTY COMPANY; THE FIRST OF SAID NOTES BEING FOR THE SUM OF $22.25 AND EACH SUCCEEDING NOTE RESPECTIVELY THEREAFTER BEING FOR AN AMOUNT TEN CENTS LESS THAN THE PRECEDING NOTE EXCEPT THE LAST ONE WHICH IS FOR THE SUM OF $10.05, AND THE FIRST OF SAID NOTES FALLING DUE JANUARY 15, 1940 AND THE OTHERS MONTHLY RESPECTEVELY THEREAFTER UNTIL ALL MATURE, AND NONE OF SAID NOTES BEARING INTEREST, EXCEPT AFTER MATURITY, THE INTEREST BEING COMPUTED AND ADDED INTO THE FACE OF EACH NOTE -

A LIEN IS HEREBY EXPRESSLY RETAINED ON THEPROPERTY HEREIN CONVEYED TO SECURE THE PAYMENT OF SAID NOTES AND INTEREST. AND FOR OTHER CONSIDERATIONS HEREINAFTER SET OUT, BRANSFORD REALTY COMPANY, A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF TENNESSEE, HAS BARGAINED AND SOLD, AND BY THESE PRESENTS DOES TRANSFER AND CONVEY UNTO THE SAID G. C. RUSSELL JR AND WIFE, ANNE A. RUSSELL AND TO THEIR HEIRS AND ASSIGNS, A CERTAIN TRACT OR PARCEL OF LAND IN DAVIDSON COUNTY, TENNESSEE, DESCRIBED AS FOLLOWS:

BEING THE EASTERLY 100 FEET OF LOT NO. 66 ON THE MAP OF BLUEFIELDS, OF RECORD IN BOOK 843, PAGE 16 REGISTER'S OFFICE FOR SAID COUNTY. SAID PART OF SAID LOT NO. 66 FRONTS 100 FEET ON THE SOUTHERLY SIDE OF OVERHILL DRIVE AND RUNS BACK BETWEEN LINES 215 FEET ON THE EASTERLY LINE AND 212 FEET, MORE OR LESS ON THE WESTERLY LINE TO A DEAD LINE, ON WHICH IT MEASURES 100 FEET. BEING PART OF THE PROPERTY CONVEYED TO BRANSFORD REALTY COMPANY BY DEED FROM SAM P. SWEENEY, SR AND WIFE, ET AL, OF RECORD IN BOOK 734, PAGE 434 SAID REGISTER'S OFFICE.

SAIDPROPERTY IS CONVEYED TO THE SAID G. C. RUSSELL JR AND WIFE, ANNE A. RUSSELL, THEIR HEIRS AND ASSIGNS, SUBJECT TO RESTRICTIVE COVENANTS SET OUT IN AN INSTRUMENT DATED FEBRUARY 14, 1930, OF RECORD IN BOOK 737, PAGE 258 REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE. SAID G. C. RUSSELL JR AND WIFE, ANNE A. RUSSELL, THEIR HEIRS AND ASSIGNS, SHALL HAVE THE PRIVILEGE OF MAKING ONE TAP ONTO THE WATER MAIN IN OVERHILL DRIVE IN FRONT OF SAID LOT, WITHOUT COST FOR THE PRIVILEGE OF MAKING SAID TAP, THE SAME TO BE FOR THE EXCLUSIVE USE AND BENEFIT OF THE PROPERTY HEREINABOVE DESCRIBED, AND SHALL NOT SERVE OTHER PROPERTY, AND SHALL SERVE ONLY A SINGLE RESIDENTIAL ESTABLISHMENT AND ACCOMPANYING OUTBUILDINGS.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said G. C. RUSSELL JR AND WIFE, ANNE A. RUSSELL, THEIR, heirs and assigns, forever. And the said **Bransford Realty Company** covenants that it is lawfully seized and possessed of said real estate in fee simple, has a good right to convey it, and that the same is unincumbered,

EXCEPT BY THE RESTRICTIVE COVENANTS HEREINABOVE MENTIONED.

And the said **Bransford Realty Company** does further covenant and bind itself, and its successors, to warrant and forever defend the title to said real estate to said G. C. RUSSELL JR AND WIFE, ANNE A. RUSSELL, 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 G. C. RUSSELL JR AND WIFE, ANNE A. RUSSELL do hereby transfer and convey unto BRANSFORD STONE, 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 G. C. RUSSELL JR AND WIFE, ANNE A. RUSSELL, 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, selected or approved by the Trustee or the holder of the debt herein secured, for at least the sum of $ - 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 we further agree that in case there is any prior debt, mortgage, deed of trust, claim, lien or other incumbrance upon said property, to which this conveyance is subordinate, to pay and discharge the same, and each and all installments of principal and interest thereof, and all other charges accrued thereby, promptly when same fall due; and in case WE fail to do any of these things, 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 G. C. RUSSELL JR AND WIFE, ANNE A. RUSSELL 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 weekly publications in any newspaper,