NUMBER 32995 RECORDED SEPT 26,1933 BRANSFORD REALTY CO TO E.L. MARLIN ,ET UX

INSTALLMENT DEED

FOR AND IN CONSIDERATION of the sum of ONE THOUSAND AND 00/100 ($1000.00) DOLLARS,
paid and to be paid by E.L.MARLIN AND WIFE, CECIL MARLIN as follows:

FIFTY AND 00/100 ($50.00) DOLLARS, PAID IN CASH, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED,- AND FOR THE REMAINDER, THE SID E.L. MARLIN AND WIFE, CECIL MARLIN , HAVE EXECUTED AND DELIVERED THEIR 95 JOINT AND SEVERAL LIEN PROMISSORY NOTES, OF EVEN DATE HEREWITH, PAYABLE TO THE ORDER OF BRANSFORD REALTY COMPANY, FIRST ONE OF SAID NOTES BEING FOR THE SUM OF $14.75 AND EACH SUCCEEDING NOTE RESPECTIVELY THEREAFTER BEING FOR AN AMOUNT 5 CENTS LESS THAN THE PRECEDING NOTE,FIRST ONE OF SAID NOTES FALLING DUE NOVEMBER 1,1933, AND THE OTHERS MONTHLY RESPECTIVELY THEREAFTER UNTIL ALL MATURE, AND NONE OF SAID NOTES BEARING INTEREST EXCEPT AFTER MATURITY,AS THE INTEREST HAS BEEN COMPUTED AND ADDED INTO THE FACE OF EACH NOTE,-

A LIEN IS HEREBY EXPRESSLY RETAINED ON THE PROPERTY HEREIN CONVEYED TO SECURE THE PAYMENT OF ALL OF ABOVE SAID NOTES AND INTEREST THEREON,-

AND FOR OTHER GOOD AND VALUABLE CONSIDERATIONS, 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 HEREBY TRANSFER AND CONVEY UNTO THE SAID E.L.MARLIN AND WIFE CECIL MARLIN, AND TO THEIR HEIRS AND ASSIGNS, CERTAIN LOTS OR PARCELS OF LAND IN DAVIDSON COUNTY, TENNESSEE, DESCRIBED AS FOLLOWS:-

BEING LOTS NOS.319 AND 321 ON THE PLAN OF SUNRISE HEIGHTS ADDITION,AS OF RECORD IN BOOK 421, PAGE 2, OF THE REGISTER'S OFFICE FOR DAVIDSON COUNTY,TENNESSEE.

SAID LOTS ADJOIN AND FRONT 50 FEET EACH ON THE NORTHERLY SIDE OF VERTTAS AVENUE OR STREET, AND RUN BACK BETWEEN PARALLEL LINES 150 FEET TO AN ALLEY, -BEING THE SAME PROPERTY CONVEYED TO BRANSFORD REALTY COMPANY BY DEED FROM DICK LINDSEY,COUNTY OOURT CLERK OF RECORD IN BOOK 795, PAGE 155, REGISTER'S 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 satisfaction thereof and discharge of the lien to secure the same in full. This 14 day of Sept 1940

Attest: Deputy Register

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said E.L. MARLIN AND WIFE, CECIL MARLIN,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 1933 TAXES, WHICH BRANSFORD REALTY COMPANY WILL PAY WHEN DUE.

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 E.L. MARLIN AND WIFE, CECIL MARLIN,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 non-payment 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.L.MARLIN AND WIFE, CECIL MARLIN 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 E.L.MARLIN AND WIFE, CECIL MARLIN 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 E.L.MARLIN AND WIFE, CECIL MARLIN 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, 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 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 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 E.L.MARLIN & WIFE, CECIL MARLIN,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.L. MARLIN AND WIFE, CECIL MARLIN do further agree for OURSELVES,OUR heirs and assigns, that whenever WE or OUR 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 WE, E.L. MARLIN AND WIFE, CECIL MARLIN,OUR 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.L. MARLIN AND WIFE, CECIL MARLIN HAVE XXXX hereto set OUR hand S , this, the 20TH day of SEPTEMBER , 19 33.

(Seal) BRANSFORD REALTY COMPANY
By JOHNSON BRANSFORD President.
Attest: D.E. JACKSON Secretary.

E.L. MARLIN
CECIL MARLIN

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 as President, and affixing its corporate seal thereto and attesting same by said as Secretary.

WITNESS my hand and official seal at Nashville, Tennessee, this, the 20TH day of SEPTEMBER , 19 33.

My commission expires MAY 3RD 1937 (Seal) MARTIN SETTLE Notary Public.

STATE OF TENNESSEE, COUNTY OF DAVIDSON.

Personally appeared before me, MARTIN SETTLE a Notary Public in and for said State and County, the within named E.L.MARLIN AND WIFE, CECIL MARLIN the bargainorS , with whom I am personally acquainted, and who acknowledged that THEY executed the foregoing instrument for the purposes therein contained.

And CECIL MARLIN, E.L. MARLIN of the said husband , the said E.L.MARLIN having appeared before me, privately and apart from HER the said CECIL MARLIN ; acknowledged the execution of 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 20 day of SEPT,1933 XXX ,193

My commission expires MAY 3,1937 (Seal) MARTIN SETTLE Notary Public.

U.S.R.S. $1.00
REC'D SEPT 25,1933 AT 12:16 P.M.

95833 MARSHALL & BRUCE CO. NASHVILLE