BRANSFORD REALTY COMPANY TO

180 NUMBER 73499 RECORDED JULY 2ND, 1936./ CLARA RUSSELL TARKINGTON

# INSTALLMENT DEED

FOR AND IN CONSIDERATION of the sum of ONE THOUSAND & 00/100 ($1000.00) DOLLARS,
paid and to be paid by CLARA RUSSELL TARKINGTON AND HUSBAND BERT L. TARKINGTON as follows:

ONE HUNDRED & 00/100 ($100.00) DOLLARS PAID IN CASH THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED AND FOR THE REMAINDER THE SAID CLARA RUSSELL TARKINGTON AND HUSBAND BERT L. TARKINGTON HAVE EXECUTED AND DELIVERED THEIR 112 LIEN PROMISSORY NOTES OF EVEN DATE HEREWITH PAYABLE TO THE ORDER OF BRANSFORD REALTY COMPANY THE FIRST OF SAID NOTES BEING FOR THE SUM OF $12.50 AND EACH SUCCEEDING NOTE RESPECTIVELY THEREAFTER BEING FOR AN AMOUNT FOUR CENTS LESS THAN THE PRECEDING NOTE EXCEPT THE LAST ONE WHICH IS FOR THE SUM OF $12.06 AND THE FIRST OF SAID NOTES FALLING DUE JULY 18, 1936, AND THE OTHERS MONTHLY RESPECTIVELY 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 NOTES.-

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

AND FOR OTHER CONSIDERATION HEREINAFTER SET OUT, BRANSFORD REALTY COMPANY A CORPORATION OR GANIZED 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 CLARA RUSSELL TARKINGTON AND TO HER HEIRS AND ASSGNS, A CERTAIN TRACT OR PARCEL OF LAND IN DAVIDSON COUNTY TENNESSEE, DESCRIBED AS FOLLOWS:

BEING PARTS OF LOTS NOS. 3 AND 4 AS SHOWN ON MAP OF TRACT ON RIVER ROAD SURVEYED FOR BRANSFORD REALTY COMPANY BY JOHN WILKES CIVIL ENGINEER OF NASHVILLE TENNESSEE ON JUNE 23, 1936, TO WHICH MAP REFERENCE IS HEREBY MADE. ACCORDING TO SAID MAP SAID PARTS OF SAID LOTS ARE DESCRIBED AS FOLLOWS:

1 PART OFLOT NO.3 BEGINS AT A POINT ON THE NORTH MARGIN OF RIVER ROAD, AT THE SOUTHWEST CORNER OF LOT NO. 2 IN SAID SUBDIVISION NOW OW ED BY H.L. JOHNSON SAID ROAD BEING 30 FEET WIDE AT THIS POINT RUNNING THENCE WITH THE MARGIN OF THE RIVER ROAD NORTH 50½ DEGREES WEST 250 FEET TO AN IRON PIN THE SOUTHWEST CORNER OF SAID LOT NO 3 THENCE WITH THE WEST BOUNDARY OF LOT NO.3, NORTH 5 DEGREES EAST 440 FEET TO THE MARGIN OF A ROAD MARKED BY AN IRON PIN THENCE WITH THE EASTERN MARGIN OF THE ROAD NORTH ONE DEGREE EAST 228 FEET TO AN IRON PIN; THENCE CONTINUING WITH THE EAST MARGIN OF THE ROAD PARALLEL WITH THE BOUNDARY LINE OF LOT NO. 3, NORTH 5 DEGREES EAST 100 FEET TO AN IRON PIN, THENCE NORTH 26 DEGREES WEST 140 FEET TO AN IRON PIN ON THE MARGIN OF SAID ROAD AND ON THE ORIGINAL LINE OF LOT NO.3 THENCE WITH THE ORIGINAL BOUNDARY LINE OF LOT NO. 3, NORTH 5 DEGREES EAST 920 FT TO IRON PIN THE NORTHWEST CORNER OF LOT NO.3 THENCE EASTERLY 215 FEET MORE OR LESS TO THE NORTHEAST CORNER OF LOT NO. 3, THENCE SOUTH 5 DEGREES WEST 1995 FEET TO THE POINT OF BEGINNING.
2. ONE SMALL TRIANGULAR TRACT OFF THE SOUTHEAST CORNER OF LOT NO. 4, DESCRIBED AS FOLLOWS, BEGINNING AT THE SOUTHWEST CORNER OFLOT NO. 3 RUNNING THENCE WITH THE BOUNDRY LINE OF LOT NO. 3 NORTH 5 DEGREES EAST 300 FEET TO AN IRON PIPE THENCE SOUTH 15 DEGREES WEST 270 FEET TO THE MARGIN MARGIN OF ROAD SOUTH 50½ FEET EAS DEGREES EAST 60 FEET TO THE BEGINNING AND CONTAINING 3/8 OF AN ACRE MORE OR LESS.-
SAID PARTS OF SAID LOT NO. 3 AND 4 HEREIN CONVEYED BEING PART OF THE SAME PROPERTY CONVEYED TO BRANSFRD REALTY COMPANY BY DEED FROM DICK LINDSEY COUNTY COURT CLERK RECORDED IN BOOK 795 PAGE 188 OF THE REGISTERS OFFICE FOR DAVIDSON COUNTY TENNESSEE.
SAID LOTS NOS. 3 AND 4 ABOVE REFERRED TO ARE THE SAME AS LOTS NOS. 3 AND 4 AS SHOWN ON MAP OF THE PLUMEEE FARM ON RIVER ROAD LOCATED IN THE 8TH CIVID DISTRICT OF DAVIDSON COUNTY TENNESSEE SAID MAP HAVING BEEN PREPARED BY JOHN WILKES CIVIL ENGINEER OF NASHVILLE TENNESSEE, ON DECEMBER 17, 1928

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said CLARA RUSSELL TARKINGTON HER, 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 TAXES FOR THE YEAR 1936 ONE HALF OF WHICH THE PURCHASER ASSUMES AND AGREES TO PAY.

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 CLARA RUSSELL TARKINGTON HERM 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 CLARA RUSSELL TARKINGTON AND HUBBAND BERT L. TARKINGTON 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 CLARA RUSSELL TARKINGTON & HUSBAND BERT L. TARKINGTON 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 CLARA RUSSELL TARKINGTON & HUSBAND BERT L. TARKINGTON 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

I certify that I am the true and lawful holder of the within note and hereby authorize you to endorse the same in this title. May 6th, 1937. Bransford Realty Co. By Johnson Bransford, President.



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 CLARA RUSSELL TARKINGTON HER, 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 CLARA RUSSELL TARKINGTON & HUSBAND BERT L. TARKINGTON 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 Clara Russell Tarkington Her 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 CLARA RUSSELL TARKINGTON & HUSBAND BERT L. TARKINGTON have hereto set OUR hand S, this, the 24TH day of JUNE, 1936

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

CLARA RUSSELL TARKINGTON

BERT L. TARKINGTON

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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 26TH day of JUNE, 1936

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

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STATE OF TENNESSEE, COUNTY OF DAVIDSON.

Personally appeared before me, THOS. J. WRIGHT a Notary Public in and for said State and County, the within named CLARA RUSSELL TARKINGTON AND HUSBAND BERT L. TARKINGTON the bargainors, with whom I am personally acquainted, and who acknowledged that THEY executed the foregoing instrument for the purposes therein contained.

XXXX of the said XXX XXX having appeared before me, privately and apart from husband, the said XXX; the said XXX 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. XXX

WITNESS my hand and official seal at NASHVILLE, Tennessee, this 24TH day of JUNE, 1936

My commission expires OCT. 17, 1937 (Seal) THOS. J. WRIGHT Notary Public.

U.S.R.S $1.00

RECEIVED JULY 2ND, 1936 AT 11; 53 A.M.

95833 MANDRELL & BOUGE CO. NASHVILLE