NUMBER 64249 RECORDED MARCH 5TH, 1937 BRANSFORD REALTY CO. TO MRS. SUSAN C. WHITE,

INSTALLMENT DEED

1014

FOR AND IN CONSIDERATION of the sum of THREE THOUSAND &00/100 ($3,000.00) DOLLARS, paid and to be paid by SUSAN C. WHITE AND HUSBAND ROBERT WHITE. as follows:

ONEHUNDRED ($100.00) DOLLARS PAID IN CASH RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, AND FOR THE REMAINDER THE SAID SUSAN C. WHITE AND HUSBAND ROBERT WHITE HAVE EXECUTED AND DELIVERED THEIR 85 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 $28.50 AND EACH SUCCEEDING NOTE RESPECTIVELY THEREAFTER BEING FOR AN AMOUNT TEN CENTS LESS THAN THE PRECEDING NOTE, AND THE FIRST OF SAID NOTES FALLING DUE MARCH 15, 1937 AND THE OTHER MONTHLY RESPECTIVELY THERE AFTER 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 BEING HEREBY EXPRESSLY RETAINED ON THE PROPERTY HEREIN CONVEYED TO SECURE THE PAYMENT OF ALL OF SAID NOTES AND INTEREST, AND FOR THE REMAINDER OF $1200.00 THE SAID SUSAN C. WHITE AND HUSBAND ROBERT WHITE ASSUME AND AGREE TO PAY A NOTE IN THE SUM OF $1200.00 TOGETHER WITH INTEREST ON SAME FROM MARCH 20, 1937, SAID INTEREST TOBE PAID MONTHLY IN PAYMENTS OF$6.00 EACH SAID NOTE BEING FULLY DESCRIBED IN AND SECURED BY DEED OF TRUST TO NOAH W. COOPER, TRUSTEE, RECORDED IN BOOK - PAGE- OF THE REGISTER'S OFFICE FOR DAVIDSON CO NTY TENN. IT IS EXPRESSLY COVENANTS AND AGREED BY ANDBETWEEN THE BRANSFORD REALTY COMPANY, ITS SUCCESSORS, AND ASSIGNS, AND SUSAN C. WHITE AND HUSBAND ROBERT WHITE THEIR HEIRS AND ASSIGNS, THAT WHEN THE SAID $1200 FIRST MORTGAGE NOTE FALLS DUE, IF THE INTEREST DUE ON THE SAME HAS BEEN PAID BY SAID SUSAN C. WHITE AND HUSBANDROBERT WHITE AS HEREINBEFORE SET OUT, AND ALL TAXES DUE HAVE ALSO BEEN PAID BRANSFORD REALTY COMPANY ITS SUCCESSORS OR ASSIGNS, WILL EXTEND THE DATE OF MATURITY OF THE SAME ONE MONTH FROM THE DATE OF MATURITY OF THE LAST OR 85TH NOTE OF THE SERIES OF 85 NOTES ABOVE MENTIONED WITH THE DISTINCE UNDERSTANDING THAT SAID SUSAN C. WHITE ANDHUSBAND ROBERT WHITE WILL CONTINUE TO PAY INTEREST ON SAID MORTGAGE AT THE RATE OF 6% PER ANNUM, PAYABLE MONTHLY UNTIL ALL OF SAID 85 NOTES HAVE BEEN PAID AS HEREINBEFORE SET OUT, AT WHICH TIME BRANSFORD REALTY COMPANY ITS SUCCESSORS OR ASSIGNS, OR THE LAWFUL OWNER AND HOLDER OF SAID $1200 NOTE, WILL ALLOW THE SAID SUSAN C. WHITE AND HUSBAND ROBERT WHITE, THEIR HEIRS AND ASSIGNS, TO EXECUTE IN LIEU OF SAID $1200 NOTE THEIR 16 LIEN PROMISSORY NOTES OF EVEN DATE WITH THE MATURITY DATE OF SAID LAST OR 85TH NOTE ABOVE MENTIONED, THE FIRST OF SAID SERIES OF 16 NOTES BEING FOR THE SUM OF $26.00 AND EACH SUCCEEDING NOTE RESPECTIVELY THEREAFTER WILL BE FOR AN AMOUNT 10 CENTS, LESS THAN THE PRECEDING NOTE EXCEPT THE LAST ONE WHICH WILL BE FOR THE SUM OF $904.50 AND THE FIRST OF SAID NOTES WILL FALL DUE ONE MONTH AFTER ITS DATE, AND THE OTHERS MONTHLY RESPECTIVELY THEREAFTER UNTIL ALL MATURE AND NONE OF SAID NOTES WILL BEAR INTEREST EXCEPT AFTER MATURITY AS THE SAME INTEREST WILL HAVE BEEN COMPUTED AND ADDED INTO THE FACE OF EACH NOTE, AND SAID NOTES WILL BE SECURED BY A FIRST LIEN ON THE PROPERTY HEREINAFTER DESCRIBED AND THE TITLE TO THE PROPERTY AT THAT TIME MUST BE CLEAR AND UNINCUMBERED WITH EXCEPTION OF SAID $1200 NOTE AND THE SAID SUSAN C. WHITE AND HUSBAND ROBERT WHITE THEIR HEIRS, AND ASSIGNS, AGREE TO EXECUTE THE NECESSARY DEED AND NOTES WHEN THEY ARE REQUESTED TO DO SO 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 SUSAN C. WHITE TO HER SOLE AND SEPARATE USE AND ESTATE FREE FROM THE DEBTS CONTRACTS AND LIABILITIES OF HER PRESENT OR ANY FUTURE HUSBAND, WITH FULLY POWER TO BIND MORTGAGE, SELL CONVEY AND CONTRACT IN RE-

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said SUSAN C. WHITE 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 THE $1200.00 FIRST MORTGAGE HEREINBEFORE MENTIONED, WHICH THE PURCHASER ASSUMES AND AGREES TO PAY AS ABOVE SET OUT; AND BY TAXES FOR THE YEAR 1937 THE PURCHASER ASSUMING AND AGREEING TO PAY HER PRO RATA PART THEREOF.

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 SUSAN C. WHITE HER 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 SUSAN C. WHITE & HUSBAND ROBERT WHITE,

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 SUSAN C. WHITE AND HUSBAND ROBERT WHITE, , 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 $ 3150.00 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 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 SUSAN C. WHITE AND HUSBAND ROBERT WHITE. 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,

IN REGARD THERETO, THE SAME AS IF SHE WERE A FEME SOLE, AND TO HER HEIRS AND ASSIGNS, A CERTAIN TRACT ORPARCEL OF LAND IN DAVIDSON COUNTY TENNESSEE, DESCRIBED AS FOLLOWS; BEING LOTS NOS. 319 AND 320 ON THE PLAN OF HIGHLAND LAND COMPANY'S SUBDIVISION AS OF RECORD IN BOOK 421, PAGE 14, OF THE REGISTER'S OFFICE FOR DAVIDSON COUNTY TENNESSEE, SAID LOTS NOS. 319 AND 320 FRONT TOGETHER FIFTY FEET ON THE WESTERLY SIDE OF PENNOCK AVENUE AND RUN BACK WESTWARDLY BETWEEN PARALLEL LINES 175 FEET TO AN ALLEY, BEING THE SAME PROPERTY CONVEYED TO BRANSFORD REALTY COMPANY BY DEED FROM SAMMIE PARKES CHANDLER AND HUSBAND V. L. CHANDLER RECORDED IN BOOK 1011 PAGE 209 OF THE REGISTERS OFFICE FOR DAVIDSON COUNTY TENNESSEE.