NUMBER 6280 RECORDED SEPT. 27, 1938. BRANSFORD REALTY CO. TO J. W. GILLESPIE, ET UX. 153

INSTALLMENT DEED

1014

FOR AND IN CONSIDERATION of the sum of THREE HUNDRED, TWENTY F IVE & 00/100 ($325.00) DOLLARS, paid and to be paid by BUYDE GILLESPIE A ND HUSBAND, J. W. G ILLESPIE, as follows:

FIFTY-ONE & 00/100 ($51.00) DOLLARS PAID IN CASH, THE R ECEIPT OF WHICH IS HEREBY A CK-NOWLEDGED, AND FOR THE REMAINDER THE SAID SUSAN B. GILLESPIE AND HUSBAND, J. W. GILLESPIE, HAVE EXECUTED AND DELIVERED THEIR 27 LIEN PROMISSORY NOTES OF E VEN DATE HEREWITH, PAYABLE TO THE ORDER OF B RANSFORD REALTY COMPANY, ALL OF SAID NOTES BEING FOR THE SUM OF $10.00 EACH EXCEPT THE LAST ONE WHICH IS FOR THE SUM OF $14.00,- AND THE FIRST OF SAID NOTES F ALLING DUE NOVEMBER 1, 1935 AND THE OTHERS MONTHLY R E-SPECTIVELY THEREAFTER UNTIL ALL MATURE, AND ALL OF S AID NOTES BEARING INTEREST FROM DATE AT THE RATE OF SIX PER CENT PER ANNUM,-

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

AND FOR OTHER CONSIDERATIONS HEREINAFTER SET OUT, BRANSFORD R EALTY COMPANY, A C OR-PORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF TENNESSEE, HAS B AR-GAINED AND SOLD, AND BY THESE PRESENTS DOES TRANSFER AND CONVEY UNTO THE SAID BUYDE GILLESPIE AND HUSBAND, J. W. GILLESPIE, AND TO THEIR HEIRS AND ASSIGNS, A CERTAIN LOT OR PARCEL OF LAND IN DAVIDSON COUNTY, TENNESSEE, DESCRIBED AS FOLLOWS:

BEING LOT NO. 101 IN B. F. SHIELDS HEIRS' ADDITION TO NASHVILLE, TENNESSEE, A PLAN OF WHICH IS OF RECORD IN BOOK 57, PAGE 31, OF THE REGISTER'S OFFICE FOR D AVIDSON COUNTY, TENNESSEE. SAID LOT NO. 101 FRONTS 50.3 FEET ON THE WEST SIDE OF 14TH AVENUE SOUTH (FORMERLY SAFFARON OR LUCAS STREET), AND EXTENDS BACK WESTWARDLY 141-3/4 FEET TO AN ALLEY, ON WHICH IT MEASURES 50-1/4 FEET, AND BEING THE SAME PROPERTY CONVEYED T O BRANSFORD REALTY COMPANY BY DEED FROM MRS. MARY E. LYLE, RECORDED IN B OOK 636, PAGE 721, OF THE REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE.

Received for record the 27th day of Sept. 1938 at 9 A.M. and duly recorded in the Register's Office for Davidson County, Tennessee.

Brunson Phillips
REGISTER

This 29th day of Sept. 1938

Brunson Phillips
By [illegible] D.R.

I am the true and lawful holder of the claim secured by the instrument within, and hereby acknowledge the satisfaction thereof and discharge of the same.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said BUYDE GILLESPIE AND HUSBAND, J. W. GILLESPIE, 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 TAXES FOR THE YEAR 1935, ONE-FOURTH OF WHICH THE PURCHASERS ASSUME AND AGREE T O 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 BUYDE GILLESPIE AND HUSBAND J. W. GILLESPIE, 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 BUYDE GILLESPIE & HUSBAND J. W. GILLESPIE 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 BUYDE GILLESPIE & HUSBAND J. W. GILLESPIE, , 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 BUYDE GILLESPIE AND HUSBAND J. W. GILLESPIE, 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,