NUMBER 7046 RECORDED OCT. 12, 1938. BRANSFORD REALTY CO. TO W. W. WALP, ET UX.

INSTALLMENT DEED

1014

FOR AND IN CONSIDERATION of the sum of TWO HUNDRED FIFTY & NO/100 ($250.00) DOLLARS, paid and to be paid by W. W. WALP AND WIFE, MARGARET WALP, as follows:

FIFTY ($50.00) DOLLARS IN CASH, RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, AND FOR THE REMAINDER, $200.00, THE SAID W. W. WALP AND WIFE, MARGARET WALP, HAVE EXECUTED AND DELIVERED THEIR TWENTY LIEN PROMISSORY NOTES OF EVEN DATE HEREWITH, PAYABLE TO THE ORDER OF BRANSFORD REALTY COMPANY, THE FIRST ONE OF WHICH IS FOR THE SUM OF $11.00, AND EACH SUCCEEDING NOTE RESPECTIVELY THEREAFTER IS FOR AN AMOUNT FIVE CENTS LESS THAN THE PRECEDING NOTE; THE FIRST OF SAID NOTES FALLS DUE NOVEMBER 1, 1938, AND THE OTHERS MONTHLY RESPECTIVELY THEREAFTER UNTIL ALL MATURE, NONE OF SAID NOTES BEARING INTEREST UNTIL AFTER MATURITY, THE INTEREST HAVING BEEN COMPUTED AND ADDED INTO THE FACE OF EACH NOTE;

A VENDOR'S LIEN BEING HEREBY EXPRESSLY RETAINED ON THE PROPERTY HEREIN CONVEYED TO SECURE THE PAYMENT OF SAID NOTES AND INTEREST THEREON;

AND FOR FURTHER CONSIDERATIONS HEREINAFTER SET FORTH, BRANSFORD REALTY COMPANY, A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF TENNESSEE, HAS THIS DAY BARGAINED AND SOLD, AND BY THESE PRESENTS DOES TRANSFER AND CONVEY UNTO THE SAID W W. WALP AND WIFE, MARGARET WALP, AND TO THEIR HEIRS AND ASSIGNS, A CERTAIN TRACT OR PARCEL OF LAND IN DAVIDSON COUNTY, TENNESSEE, DESCRIBED AS FOLLOWS:

BEING LOT NO. 704 OF BLOCK NO. 34 ON THE PLAN OF CHARLOTTE PARK COMPANY'S FIRST ADDITION TO NASHVILLE, AS OF RECORD IN BOOK 57, PAGE 103, REGISTER'S OFFICE FOR SAID COUNTY.

SAID LOT NO. 704 FRONTS FIFTY FEET ON THE SOUTHERLY SIDE OF IDAHO, FORMERLY FIFTH AVENUE, AND RUNS BACK BETWEEN PARALLEL LINES 150 FEET TO AN ALLEY.

BEING PART OF THE SAME PROPERTY CONVEYED TO BRANSFORD REALTY COMPANY BY DEED FROM W. H. COFUTTRELL AND WIFE OF RECORD IN BOOK 831, PAGE 452, SAID REGISTER'S OFFICE.

Received for Record this 12th day of Oct. 1938 at 2:45 P.M. and recorded in Book 1014 page 155 Register's Office for Davidson County, Tenn.

By W. E. Paulette D.C.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said W. W. WALP AND WIFE, MARGARET WALP, AND TO 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 TAXES FOR THE YEAR 1938, ALL OF WHICH THE PURCHASERS HEREBY ASSUME AND AGREE TO 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 W. W. WALP AND WIFE, MARGARET WALP, AND TO 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 W. W. WALP AND WIFE, MARGARET WALP,

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 W. W. WALP AND WIFE, MARGARET WALP, 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 W. W. WALP AND WIFE, MARGARET WALP, 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; -- 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,