NUMBER 7597 RECORDED OCT. 21, 1938. 161

BRANSFORD REALTY CO. TO WILEY NELSON, ET UX, VIRGINIA NELSON
1301 2ND AVENUE SOUTH.

INSTALLMENT DEED

1014

FOR AND IN CONSIDERATION of the sum of THIRTEEN HUNDRED SEVENTY-SIX & 00/100 ($1376.00) DOLLARS, paid and to be paid by WILEY NELSON AND WIFE, VIRGINIA NELSON as follows:

SEVENTY-NINE & 00/100 ($79.00) DOLLARS PAID IN CASH, RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, AND FOR THE REMAINDER THE SAID WILEY NELSON AN_ WIFE, VIRGINIA NELSON, HAVE EXECUTED THEIR ONE LIEN PROMISSORY NOTE FOR $21.00, KNOWN AS NOTE "A", DUE NOVEMBER 1, 1938, OF EVEN DATE HEREWITH; AND THEIR SIXTY-ONE LIEN PROMISSORY NOTES OF EVEN DATE HEREWITH, PAYABLE TO THE ORDER OF BRANSFORD REALTY COMPANY; THE FIRST ONE OF SAID SERIES OF NOTES BEING FOR THE SUM OF $18.38, AND EACH OF THE NEXT SUCCEEDING 19 NOTES BEING FOR AN AMOUNT 6 CENTS LESS THAN THE PRECEDING NOTE; THE 21ST NOTE BEING FOR THE SUM OF $19.18, AND EACH OF THE NEXT SUCCEEDING 19 NOTES BEING FOR AN AMOUNT 7 CENTS LESS THAN THE PRECEDING NOTE; THE 41ST NOTE BEING FOR THE SUM OF $19.73, AND EACH SUCCEEDING NOTE RESPECTIVELY THEREAFTER BEING FOR AN AMOUNT 8 CENTS LESS THAN THE PRECEDING NOTE, EXCEPT THE LAST, OR 61ST NOTE, WHICH IS FOR THE SUM OF $438.18; THE FIRST OF SAID SERIES OF NOTES FALLING DUE ON DECEMBER 1, 1938, AND THE OTHERS MONTHLY RESPECTIVELY THEREAFTER UNTIL ALL MATURE; AND NONE OF SAID NOTES BEAR INTEREST EXCEPT AFTER MATURITY, THE INTEREST HAVING 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 SAID NOTES AND INTEREST THEREON, -

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 WILEY NELSON AND WIFE, VIRGINIA NELSON, AND TO THEIR HEIRS AND ASSIGNS, A CERTAIN TRACT OR PARCEL OF LAND IN DAVIDSON COUNTY, TENNESSEE, DESCRIBED AS FOLLOWS:

BEING THE NORTHERLY 34 FEET OF LOT NO.4 IN JOHN LUMSDEN'S PLAN OF LOT NO.2 WHICH PLAN IS OF RECORD IN BOOK 57, PAGE 116, OF THE REGISTERS OFFICE FOR DAVIDSON COUNTY, TENNESSEE.

SAID PART OF SAID LOT FRONTS 34 FEET ON THE WEST SIDE OF SECOND AVENUE, SOUTH, OR MARKET STREET, AND RUNS BACK WESTERLY BETWEEN PARALLEL LINES, AND ALONG THE SOUTHERN MARGIN OF AN ALLEY, 119 FEET, MORE OR LESS, TO AN ALLEY IN THE REAR, BEING THE SAME PROPERTY CONVEYED TO THE BRANSFORD REALTY COMPANY BY DEED FROM BRANSFORD STONE, TRUSTEE, OF RECORD IN BOOK ____, PAGE____, REGISTERS OFFICE FOR DAVIDSON COUNTY, TENNESSEE, -

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said WILEY NELSON AND WIFE, VIRGINIA NELSON, , -- 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 1938, ONE-FOURTH 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 WILEY NELSON AND WIFE, VIRGINIA NELSON, 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 WILEY NELSON AND WIFE, VIRGINIA NELSON, 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 WILEY NELSON AND WIFE, VIRGINIA NELSON , 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 $ 1500.00 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 WILEY NELSON AND WIFE, VIRGINIA NELSON 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,