Bransford Realty Co
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NUMBER 12717 RECOBORDED FEB. 3RD, 1939 CARNEGIE FORT ET UX ~~TO~~ NANNIE MAE~~FORT~~.

INSTALLMENT DEED

1014

FOR AND IN CONSIDERATION of the sum of FOURTEEN HUNDRED FIFTY & NO/100 ($1450.00) DOLLARS, paid and to be paid by CARNEGIE FORT AND WIFE NANNIE MAE FORT as follows:

ONE HUNDRED ($100) DOLLARS IN CASH RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED; AND FOR THE REMAINDER $1350.00 SAID CARNEGIE FORT AND WIFE NANNIE MAE FORT, HAVE EXECUTED AND DELIVERED THEIR 122 LIEN PROMISSORY NOTES OF EVEN DATE HEREWITH PAYABLE TO THE ORDER OF BRANSFORD REALTYCOMPANY FIRST OF SAID NOTES BEING FOR THE SUM OF $14.75 AND EACH OF THE NEXT SUCCEEDING 29 NOTES BEING FOR AN AMOUNT FOUR CENTS LESS THAN THE PRECEDING NOTE; THE BIST NOTE BEING FOR THE SUM OF $15.50 AND EACH OF THE NEXT SUCCEEDING 28 NOTES IS FOR AN AMOUNT FIVE CENTS LESS THAN THE PRECEDING NOTE; THE 60TH NOTE IS FOR THE SUM OF $16.10 AND EACH OF THE NEXT SUCCEEDING 30 NOTES IS FOR AN AMOUNT SIX CENTS LESS THAN THE PRECEDING NOTE; THE NINETY-FIRST NOTE BEING FOR THE SUM OF $16.24 AND EACH SUCCEEDING NOTE RESPECTIVELY THEREAFTER BEING FOR AN AMOUNT SEVEN CENTS LESS THAN THE PRECEDING NOTE; THE FIRST OF SAID NOTES FALLING DUE MARCH 1, 1939; AND THE OTHERS MONTHLY RESPECTIVELY THEREAFTER UNTIL ALL MATURE, NONE OF SAID NOTES BEARING INTEREST EXCEPT AFTER MATURITY, THE INTEREST HAVING BEEN 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 SAID NOTES AND INTEREST THEREON.

AND FOR OTHER CONSIDERATION 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 HEREUBY TRANSFER AND CONVEY UNTO THE SAID CARNEGIE FORT AND WIFE NANNIE MAE FORT AND TO THEIR HEIRS AND ASSIGNS FOREVER, A CERTAIN TRACT OR PARCEL OF LAND IN DAVIDSON COUNTY TENNESSEE DESCRIBED AS FOLLOWS;

BEING PART OFLOT NUMBERED " ONE (1) ON THE PLAN OF THE LYTLE DOWER TRACT OF RECORD ON PAGE 140 OF PLAN BOOK 1, OF THE CHANCERY COURT AT NASHVILLE TENNESSEE TO WHICH REFERENCE IS HERE MADE FOR FULL PARTICULARS; SAID PROPERTY IS BOUNDED AS FOLLOWS; BEGINNING AT A POINT ON THE SOUTH SIDE OF HEFFERNAN STREET, WHERE THE RIGHT OF WAY OF THE TENNESSEE CENTRAL RAILROAD CROSSES THE SAID HEFFERNAN STREET ON THE EASTERLY SIDE OF SAID RAILROAD RUNNING THENCE DUE EAST WITH THE SOUTH SIDE OF SAID HEFFERNAN STREET 55 FEET MORE OR LESS TO A POINT THENCE AT RIGHT ANGLES AND RUNNING SOUTH WITH JIM WILLIAMS LOT TO A POINT IN THE EASTERLY RIGHT OF WAY OF THE TENNESSEE CENTRAL RAILROAD COMPANY'S LINE, THENCE NORTH WITH SAID RIGHT OF WAY TO THE BEGINNING POINT BEING THE SAME PROPERTY CONVEYED TO BRANSFORD REALTY COMPANY BY DEED FROM JOHN B. COBB COUNTY COURT CLERK OF RECORD IN BOOK 795, PAGE 214, REGISTER'S OFFICE FOR DAVIDSON COUNTY TENNESSEE

Received for record this 29 day of April 1939 at 10 A.M. and recorded in full. Attest: [illegible] County Register

Bransford Realty Co
By [illegible]

Dock 12717

I declare that I am the true and lawful holder of the claim secured by the instrument within recorded and hereby acknowledge the satisfaction thereof and discharge of the lien to secure the same in full. This 29 day of April 1939

Bransford Realty Co
By [illegible]

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said CARNEGIE FORT AND WIFE NANNIE MAE FORT, 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 1939 TAXES WHICH PURCHASERS HEREBY ASSUME AND AGREE 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 CARNEGIE FORT AND WIFE NANNIE MAE FORT, 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 CARNEGIE FORT AND WIFE NANNIE MAE FORT 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 CARNEGIE FORT AND WIFE NANNIE MAE FORT, 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 $ 1000.00 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 CARNEGIE FORT AND WIFE NANNIE MAE FORT, 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,