NUMBER 15640 RECORDED MARCH 31ST, 1939 BRANSFORD REALTY CO. TO HUBERT E. DIXON ET UX.

INSTALLMENT DEED

1014

FOR AND IN CONSIDERATION of the sum of SEVENTEEN HUNDRED & NO/100 ($1700.00) DOLLARS-DOLLARS, paid and to be paid by HUBERT E.DIXON AND WIFE RUTH C.DIXON AND WIFE- as follows:
TWO HUNDRED ($200.00) DOLLARS IN CASH, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, AND FOR THE REMAINDER OF $1500.00 THE SAID HUBERT E. DIXON AND WIFE RUTH C. DIXON HAVE EXECUTED AND DELIVERED THEIR 132 LIEN PROMISSORY NOTES OF EVEN DATE HEREWITH PAYABLE TO THE ORDER OF BRANSFORD REALTYCOMPANY,FIRST OF WHICH IS FOR THE SUM OF $15.50 AND EACH OF THE NEXT SUCCEEDING 29 NOTES IS FOR A SUM FOUR CENTS LESS THAN THE PRECEDING NOTE; THE 31ST NOTE IS FOR THE SUM OF $16.30 AND EACH OF THE NEXT SUCCEEDING 29 NOTES IS FOR AN AMOUNT FIVE CENTS LESS THAN THE PRECEDING NOTE; THE 61ST NOTE IS FOR THE SUM OF $16.80 AND EACH OF THE NEXT SUCCEEDING 29 NOTES IS FOR AN AMOUNT SIX CENT LESS THAN THE PRECEDING NOTE THE 91ST NOTE IS FOR THE SUM OF $17.00 AND EACH OF THE NEXT SUCCEEDING 29 NOTES WILL BE FOR AN AMOUNT SEVEN SENTS LESS THAN THE PRECEDING NOTE THE 121ST, NOTE WILL BE FOR THE SUM OF $16.90 AND EACH SUCCEDDING NOTE RESPECTIVELY THEREAFTER IS FOR AN AMOUNT EIGHT CENTS LESS THAN THE PRECEDING NOTE EXCEPT THE LAST ONE WHICH IS FOR THE SUM OF $4.02, AND THE FIRST OF SAID NOTES FALLS DUE APRIL 1, 1939, AND THEOTHERS MONTHLY RESPECTIVELY THEREAFTER UNTIL ALL MATURE NONE OF SAID NOTES BEARING INTEREST EXCEPT AFTER MATURITY AS THE INTEREST HAS 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 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 HEREBY TRANSFER AND CONVEY UNTO THE SAID HUBERT E. DIXON AND WIFE RUTH C.DIXON THEIR HEIRS AND ASSIGNS, A CERTAIN TRACT OR PARCEL OF REAL ESTATE IN DAVIDSON COUNTY TENNESSEE, DESCRIBED AS FOLLOWS;
LAND IN THE 12TH FORMERLY 21ST CIVIL DISTRICT OF DAVIDSON COUNTY TENNESSEE BEING LOTS NOS. 12, 14, 15, 16, 17, 18, AND AN UNNUMBERED LOT SOMETOMES CALLED LOT NO.13 IMMEDIATELY SOUTH OF LOT NO.14 ON THE MAP OF BRANSFORD REALTY COMPANY'S SUBDIVISION OF THE CHARLES B. GREEN LAND NOTOF RECORD DESCRIBED ACCORDING TO A SURVEY MADE BY ERLE DRAKE COUNTY SURVEYOR FEBRUARY 5, 1932, AS FOLLOWS;
BEGINNING IN THE CENTER OF YOUNG'S LANE AT THE CORNER OF LOTS NOS. 11 AND 12; THENCE WITH THE CENTER OF SAID LANE NORTHEASTWARDLY 267 FEET TO A TURN IN SAID.LANE; THENCE EASTWARDLY 33 FEET TO THE CENTER OF AN UNNAMED ROAD, THENCE WITH THE CENTER OF SAID UNNAMED ROAD NORTHEARDLY 1310 FEET TO A TURN IN SAID ROAD, THENCE NORTHEASTWARDLY 82.5 FEET TO THE NORTHEAST CORNER OF LOT NO.18 THENCE WITH THE NORTHERLY LINE OF LOT NO.18 NOTH 84 DEGREES WEST 768 FEET TO A CORNER IN STONE FENCE SAID POINT BEING IN THE EASTERLY MARGIN OF A PRIVATE ROAD, THENCE WITH SAID PRIVATE ROAD SOUTH 1-3/4 DEGREES WEST 115.5 FEET SOUTH 23½ DEGREES EAST 198 FEET, SOUTH 23½ DEGREES WEST 268 FEET THENCE LEAVING SAID ROAD SOUTH 42½ DEGREES EAST 634.25 FEET TO THE CORNER OF LOTSNOS. 4 AND 12; THENCE WITH THE LINE BETWEEN SAID TWO LOTS SOUTHWARDLY 114.3 FEET TO THE CORNER OF LOTS NOS. 11 AND 12; THENCE WITH THE LINE BETWEEN LOTS NOS. 11 AND 12, SOUTHEASTWARDLY 659.4 FEET TO THE BEGINNING
SAID PROPETY WAS ACQUIRED BY THE BRANSFORD REALTY COMPANY BY THREE DEEDS ONE FROM CHARLES B GREEN ET AL, OF RECORD IN BOOK 874, PAGE 426, ONE FROM JOHN B. COBB CLERK OF THE COUNTY COURT OF RECORD IN BOOK 795, PAGE 228, AND THEOTHER FROM BRANSFORD STONE, TRUSTEE, OF RECORD IN BOOK 1066, PAGE 6, REGISTER'S OFFICE FOR SAID COUNTY
THIS CONVEYANCE IS MADE SUBJECT TO AN EASEMENT TO THENASHVILLE RAILWAY & LIGHT COMPANY RECORDED IN BOOK 701, PAGE 768, REGISTER'S OFFICE FOR DAVIDSON COUNTY TENNESSEE.

I declare that I am the true and lawful holder of the claim secured by the instrument

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said HUBERT E. DIXON AND WIFE RUTH C. DIXON 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 AS HERETOFORE MENTIONED AND BY THE TAXES FOR THE YEAR 1939 ALL OF WHICH THEPURCHASER HEREBY 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 HUBERT E. DIXON AND WIFE RUTH C. DIXON 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 HUBERT E. DIXON AND WIFE RUTH C. DIXON 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.

, the said ----- , 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 HUBERT E. DIXON AND WIFE RUTH C. DIXON 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,