NUMBER 19704 RECORDED JUNE 14, 1939. BRANSFORD REALTY CO. TO VAUDA M. GARNER, ET AL.

INSTALLMENT DEED

1014

FOR AND IN CONSIDERATION of the sum of TWENTY EIGHT HUNDRED FIFTY & 00/100 ($2850.00) DOLLARS, paid and to be paid by Z. C. GARNER AND WIFE, VAUDA M. GARNER as follows:

THREE HUNDRED & 00/100($300.00) DOLLARS PAID IN CASH, RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, AND FOR THE REMAINDER THE SAID Z. C. GARNER AND WIFE, VAUDA M. GARNER, HAVE EXECUTED AND DELIVERED THEIR 85 LIEN PROMISSORY NOTES OF EVEN DATE HEREWITH, PAYABLE TO THE ORDER OF BRANSFORD REALTY COMPANY,- THE FIRST OF SAID NOTES BEING FOR THE SUM OF $42.75 AND EACH SUCCEEDING NOTE RESPECTIVELY THEREAFTER BEING FOR AN AMOUNT 15 CENTS LESS THAN THE PRECEDING NOTE, AND THE FIRST OF SAID NOTES FALLING DUE JULY 1, 1939 AND THE OTHERS MONTHLY RESPECTIVELY THEREAFTER UNTIL ALL MATURE, AND NONE OF SAID NOTES BEARING INTEREST, EXCEPT AFTER MATURITY, THE INTEREST BEING 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,- BUT IT IS DISTINCTLY UNDERSTOOD AND AGREED AND MADE A PART OF THE CONSIDERATION OF THIS CONVEYANCE, THAT THE LIEN RETAINED TO SECURE THE PAYMENT OF NOTES NOS. 36 TO 85, BOTH INCLUSIVE, OF SAID SERIES OF 85 NOTES, SHALL BE AND IS A FIRST LIEN ON THE PROPERTY HEREINAFTER DESCRIBED; AND SAID LIEN, THEREFORE, SHALL BE AND IS SUPERIOR IN ALL RESPECTS TO THE LIEN RETAINED TO SECURE THE PAYMENT OF NOTES NOS. 1 TO 35, BOTH INCLUSIVE, OF SAID SERIES OF 85 NOTES, AND IN CASE OF A SALE OF THE PROPERTY HEREINAFTER DESCRIBED BY FORECLOSURE PROCEEDINGS, IN ACCORDANCE WITH THE POWER OF SAID SALE HEREINAFTER RESERVED, OR OTHERWISE, ANY PROCEEDS OF SUCH SALE OR SALES, PROPERLY APPLICABLE TO THE INDEBTEDNESS SECURED BY VENDOR'S LIEN RETAINED IN THIS DEED, SHALL FIRST BE APPLIED TO PAY SAID NOTES NOS.36 TO 85, INCLUSIVE, ALL INTEREST THEN DUE THEREON AND CHARGES, BEFORE ANY PART OF SUCH PROCEEDS OF SAID SALE OR SALES SHALL BE APPLIED ON SAID NOTES NOS.1 TO 35, INCLUSIVE, OF SAID SERIES OF NOTES HEREIN DESCRIBED,-

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 VAUDA M. GARNER, HER HEIRS AND ASSIGNS, A CERTAIN TRACT OR PARCEL OF LAND IN DAVIDSON COUNTY,TENNESSEE, DESCRIBED AS FOLLOWS:

BEING LOT NO.445 ON THE MAP OF THE RICHLAND REALTY COMPANY'S SUBDIVISION "C", AS OF RECORD IN BOOK 421, PAGE 31, OF THE REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE. SAID LOT NO.445 FRONTS SIXTY FEET ON THE SOUTHERLY SIDE OF MEADOWBROOK AVENUE AND RUNS BACK BETWEEN PARALLEL LINES 200 FEET TO AN ALLEY,- BEING THE SAME PROPERTY CONVEYED TO BRANSFORD REALTY COMPANY BY DEED FROM DICK LINDSEY,COUNTY COURT CLERK, OF RECORD IN BOOK 904, PAGE 144, OF THE REGISTER'S OFFICE FOR DAVIDSON COUNTY,TENNESSEE.

Catherine McFarland 26 Mch 1946 Amount Paid $ 2.00 Mail

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said VAUDA M.GARNER, HER , 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 1939, 7/12 OF WHICH THE PURCHASER ASSUMES AND AGREES TO PAY, AND THE BRANSFORD REALTY COMPANY AGREES TO PAY 5/12 OF SAID TAXES.

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 VAUDA M.GARNER, HER 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 VAUDA M.GARNER AND HUSBAND Z.C. GARNER 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 VAUDA M.GARNER AND HUSBAND Z.C. GARNER , 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 $ 2500.00 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 VAUDA M.GARNER AND HUSBAND Z.C. GARNER 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,