NUMBER 62699 RECORDED JULY 8, 1941. BRANSFORD REALTY CO. TO LENA KILCREASE

65

Form 1—54352 MARSHALL & BRUCE CO. NASHVILLE

# INSTALLMENT DEED

**Book No. 1171**

FOR AND IN CONSIDERATION of the sum of ELEVEN HUNDRED & 00/100 ($1100.00) DOLLARS, paid and to be paid by LENA KILCREASE as follows:

FIFTY & 00/100 ($50.00) DOLLARS PAID IN CASH, RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, AND FOR THE REMAINDER THE SAID LENA KILCREASE HAS EXECUTED AND DELIVERED HER 90 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 $15.25 AND EACH OF THE NEXT SUCCEEDING 9 NOTES BEING FOR AN AMOUNT FIVE CENTS LESS THAN THE PRECEDING NOTE; THE 11TH NOTE BEING FOR THE SUM OF $16.75 AND EACH SUCCEEDING NOTE RESPECTIVELY THEREAFTER BEING FOR AN AMOUNT SIX CENTS LESS THAN THE PRECEDING NOTE EXCEPT THE LAST ONE WHICH IS FOR THE SUM OF $2.01,- AND THE FIRST OF SAID NOTES FALLING DUE JULY 15, 1941 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,-

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 LENA KILCREASE, A WIDOW, AND TO HER HEIRS AND ASSIGNS, A CERTAIN TRACT OR PARCEL OF LAND IN DAVIDSON COUNTY, TENNESSEE, DESCRIBED AS FOLLOWS:

BEING THE SOUTHERLY SEVEN FEET OF LOT NO. 9 AND THE NORTHERLY THIRTY FEET OF LOT NO. 10 IN BLOCK "G" IN THE HERMITAGE ADDITION TO NASHVILLE, A PLAN OF WHICH IS OF RECORD IN BOOK 57, PAGES 42 AND 43, OF THE REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE. SAID PARTS OF SAID LOTS ADJOIN AND FRONT TOGETHER 37 FEET ON THE EAST SIDE OF DECATUR STREET AND RUN BACK BETWEEN PARALLEL LINES 150 FEET TO AN ALLEY, BEING THE SAME PROPERTY CONVEYED TO BRANSFORD REALTY COMPANY BY DEED FROM BRANSFORD STONE, TRUSTEE, RECORDED IN BOOK 962, PAGE 137, OF THE REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE.

I declare that I [illegible] claim secured by the instrument within recorded and [illegible] and discharge of the lien to secure the same in full. This 7 day [illegible] 1949.

Attest: [illegible] DEPUTY REGISTER

[illegible]

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said LENA KILCREASE, 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 1941, 1/2 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 MRS. LENA KILCREASE, 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 ME in hand paid I , the said LENA KILCREASE, A WIDOW,

do hereby transfer and convey unto D. E. JACKSON , Trustee, his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title, and interest thereto belonging, for the purposes aforesaid only.

I , the said LENA KILCREASE , 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 $ 2100.00 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.

I 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 I 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 I , the said LENA KILCREASE 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 I 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; I 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,