No.41991. Bransford realty Company,to/deed, Samuel Bryant et al)

*For and in Consideration* of the sum of twelve nundred and one & oo/100 ($1201.00)

Dollars.

paid and to be paid by Samuel Bryant and wife Mary Lou Bryant as follows:

one dollar ($1.00P paid in casn,tne receipt of wnicn is nereby acknowledged,and for tne balance ,tne said Samuel Bryant and wife Mary Lou Bryant,nave executed and delivered tneir onenundred joint promisory notes,of even date nerewith,payable to tne order of tne Bransford Realty Company,tne first of said notes being for tne sum of $18.00,and eacn succeeding note,respectively thereafter,being for an amount six cents (6¢) less than tne proceeding note,and tne first of said notes falling due April 1,1912,and tne orthergone on the first day of eacn and every succeeding montn,respectively thereafter,untilall mature.None of said notes bear interest,except after maturity,as tne interest is computed and added into tne face of eacn note.A lien is nereby expressly retained on tne property nerein conveyed to secure tne payment of said notes,and as additional security for tne payment of tne first thirty five of said notes,tne said Samuel Bryants and wife Mary Lou Bryant,and otners,nave conveyed to Percy Kinnaird,trustee,by deed of trust of even date nerewith,certain unincumbered property in Nasnville,Davidson County.Tennessee.And for otner considerations nereinafter set ou t,tne said Bransford Realty Company,a corporation organized and existing under tne laws of tne State of tennessee,nas bargained and sold,and by tnese presents does transfer and convey unto tne said Samuel Bryant and wife Mary Lou Bryant,tneir heirs and assigns,a certain tract or parcel of land in Nasnville,Davidson County,as follows Being tne easterly twenty (20) feet of lot no.17 and tne westerly ten feet of lot no.16 in B.W.Halls addition to Nasnville,a plan of wnicn is of record in book 17 page 261 of tne registers office for Davidson County,Tennessee.Said parts of said lots front togetner tnirty (30) feet on tne nortn side of Jackson street,and extend back nortnerly between parallel lines 150 feet,more or less,to an alley.

*TO HAVE AND TO HOLD the said tract or parcel of land, with the appurtnances, estate, title and interest thereto belonging to the said* Samuel Bryant and wife Mary Lou Bryant tneir heirs *and assigns forever.*

*And the said BRANSFORD REALTY COMPANY covenants with the said* Samuel Bryant and wife Mary Lou Bryant *that it is lawfully seized and possessed of said land in fee simple, has a good right to convey it, and that the same is unincumbered,*

*And the said BRANSFORD REALTY COMPANY does further covenant and bind itself, and its successors to warrant and forever defend the title to said land to the said* Samuel Bryant and wife Mary Lou Bryant,tneir

*heirs and assigns, against the lawful claims of all persons whomsoever.*

*But this conveyance is upon the following conditions, which are a part of the consideration thereof without which this conveyance would not have been made, viz.:*

*It is expressly agreed by and between the said* Samuel Bryeantt anddwife Mary Lou Bryant

*and the said BRANSFORD REALTY COMPANY that if any of said notes shall at any time be unpaid, either in whole or in part, one month after maturity, all of the notes shall thereupon become due.*

*The said* Samuel Bryant and wife Mary Lou Bryant *agree to keep the improvements on said property hereinbefore conveyed insured to the amount of* $ 500.00 ( five nundred dollars) *payable to the said BRANSFORD REALTY COMPANY, as collateral security to said notes, and to pay all taxes when due; and the said* Samuel Bryant and wife Mary Lou Bryant *further agree that if* they *fail to keep the said property insured, or to pay any taxes as agreed, the said BRANSFORD REALTY COMPANY, or the lawful holder of said notes, may have the said buildings insured, or may pay the taxes, and in either event the amount paid shall become a part of the indebtedness*

The entire debt secured herein having been paid in full to ... the lawful owner and holder thereof, ... hereby release the lien on the property herein conveyed to secure the payment of said debt. This ... day of ... 19..

Attest: ... Deputy Register.

*secured by the lien herein reserved, and shall bear interest from the date of payment. If the said* Samuel Bryant and wife Mary Lou Bryant *shall fail to repay any premium or taxes and interest within one month from the payment thereof by the said BRANSFORD REALTY COMPANY such failure shall render all of said notes due at the expiration of such time.*

*The said* Samuel Bryant and wife Mary Lou Bryant *further agree that if said notes shall become due upon any contingency hereinbefore stated, the said BRANSFORD REALTY COMPANY, or the lawful owner of said notes then unpaid, after advertising once a week for at least three weeks in some newspaper published in Davidson County, the first publication to be made at least twenty days before the sale, shall have authority and such power is expressly reserved by said BRANSFORD REALTY COMPANY to sell the property conveyed, by public auction, at the South door of the Courthouse in Nashville, Tennessee, to the highest bidder, for cash, free from the rights of redemption, homestead and dower; to execute a conveyance to the purchaser, and to apply proceeds of sale—*

*First—To the payment of any taxes that may be a lien on the property.*

*Second -To the payment of all expenses incident to advertising and selling, including a reasonable attorney's fee;*

*Third--To the satisfaction of the indebtedness secured by said vendor's lien, together with any amount paid for taxes and insurance by the holder of said notes, as herenbefore provided for—and, lastly, any balance shall be paid to the said* Samuel Bryant and wife Mary Lou Bryant *or* tneir *legal representatives.*

*The said* Samuel Bryant and wife Mary Lou Bryant *further agree that the said BRANSFORD REALTY COMPANY, or the legal holder of the notes then unpaid, may execute the power of sale herein contained without giving bond or taking oath; that the said BRANSFORD REALTY COMPANY, or the lawful owner of any of the notes herein secured, may bid at any sale under said power; and that if the then holder of said notes becomes the purchaser, the person holding the office of County Court Clerk for said County shall have authority to convey the property to the said purchaser, and the said* Samuel Bryant & wife Mary Lou Bryant *further agree that the purchaser may reenter and take possession of the property without hindrance or delay, and while there in the meantime become and be the tenant at will of the purchaser and removable by process as upon forcible and unlawful detainer suit.*

*The said* Samuel Bryant and wife Mary Lou Bryant. *does further agree for* themselves,and their *heirs and assigns, that whenever* tney *or* their *heirs or assigns, shall request the said BRANSFORD REALTY COMPANY, its successors or assigns, or the holders of the notes hereinbefore secured, to execute any partial release of the lien of said notes, or the lien of any number of said notes less than the whole, or whenever it shall become incumbent upon the said BRANSFORD REALTY COMPANY, its successors or assigns, or the holder of said notes, to make any such release, that said* Samuel Bryant and wife Mary Lou Bryant *heirs or assigns, shall pay in advance to the said BRANSFORD REALTY COMPANY, its successors or assigns, or the holder of said notes, all the expenses, charges and fees of making such release or releases, and in no event shall the BRANSFORD REALTY COMPANY, its successors or assigns, or the holder of said notes, pay or be liable for any such expenses, charges or fees, except for the final release of the entire lien.*

*IN WITNESS WHEREOF, the said BRANSFORD REALTY COMPANY has caused its corporate name to be hereunto subscribed by JOHNSON BRANSFORD, its President, and its corporate seal to be affixed by J. A. ALTHAUSER, its Secretary, on this, the* tnirtieth *day of* January *1912.*

(Seal) BRANSFORD REALTY COMPANY.

By ... Johnson Bransford ... President.

Attest J.A.Altnauser ... Secretary.

*As evidence of* ---- *their ratification and acceptance of the foregoing terms and conditions* We, Samuel Bryant and wife Mary Lou Bryant. *join herein and subscribe* tneir *names hereto.*

*This* 30 *day of* January1912. ~~192~~.

Samuel Bryant

Mary Lou Bryant

## STATE OF TENNESSEE, COUNTY OF DAVIDSON.

*Before me,* Lucien E.Parish *a Notary Public in and for the State and County aforesaid, personally appeared JOHNSON BRANSFORD and J. A. ALTHAUSER, with whom I am personally acquainted, and who upon oath acknowledged themselves to be the President and Secretary, respectively, of the BRANSFORD REALTY COMPANY, one of the within named bargainors, a corporation, and that they, as such President and Secretary, respectively being duly authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation, by said JOHNSON BRANSFORD, as President, and affixing its corporate seal thereto and attesting same by said J. A. ALTHAUSER, as Secretary.*

*Witness my hand and official seal at office in Nashville, Tennessee, this, the* 25 *day of* March *1912,*

my commission epires Jan.4,1913. (seal) Lucien E.Parish *Notary Public.*

## STATE OF TENNESSEE, COUNTY OF DAVIDSON.

*Personally appeared before me,* Lucien E.Parish *a Notary Public in and for said County and State, the within named* Samuel Bryant & wife Mary Lou Bryant *the bargainors, with whom I am personally acquainted, and who acknowledged that* they *executed the foregoing instrument for the purposes therein contained.*

*And* Mary Lou Bryant wife *of the said* Samuel Bryant *having appeared before me, privately and apart from* her *husband, the said* Samuel Bryant *; the said* Mary Lou Bryant *acknowledged the execution of the said instrument to have been done by* her *freely, voluntarily, and understandingly, without compulsion or constraint from* her *said husband, and for the purposes therein expressed.*

*Witness my hand and official seal, at* Nashville *Tennessee, this* 26 *day of* March 1912.

(seal) Lucien E.Parish. *Notary Public.*

Received March 27th,1912 at 10:22 A.M.

Recorded March 27th,1912.