No. 65384. Bransford Realty Co. to Grover C.Wright

For and in Consideration of the sum of sixteen hundred and no/100 ($1600.00) Dollars.

paid and to be paid by Grover C . Wright as follows:

Four hundred and no/100 ($400.00) dollars paid in cash, the receipt of which is hereby acknowledged, and for the remainder the said Grover C.Wright has executed and delivered his 45 promissory notes of even date herewith payable to the order of the Bransford Realty Company, the first of said notes being for the sum of $14.03; the second note being for the sum of $19.95 and each of the next succeeding nine notes being for an amount seven cents less than the preceding note; the 12th note being for the sum of $21.25 and each of the next succeeding fourteen notes being for an amount eight cents less than the preceding note, the 27th note being for the sum of $22.05 and each succeeding note respectively thereafter being for an amount nine cents less than the preceding note except the last one which is for the sum of $488.43, and the first of said notes falling due January 10th, 1915, and the others, one on the 10th day of each and every succeeding month 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 for the other considerations hereinafter set out, the 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 Grover C. Wright, his heirs and assigns, certain lots or parcels of land in Davidson County, Tennessee, as follows: Being parts of lots numbered twenty (20) and twenty one (21) in B.W.Hall's addition a plan of which is recorded in the Registers office for Davidson County, Tennessee, in Book 17 page 261 and is more accurately described as follows: Beginning on the easterly margin of 11th Avenue North, formerly Cumberland Street, 42 feet northerly from the northerly margin of Jackson Street, thence with the easterly margin of said Avenue, northerly 35 feet; thence at right angles to said avenue, easterly 100 feet to the line between lots nos. 19 and 20; thence with said line southerly 35 feet; thence westerly 100 feet to the beginning, being the same property conveyed to the Bransford Realty Company by deed from Willoughby Williams and wife, recorded in Book 327 page 537 of the Registers office for Davidson County, Tennessee.

The entire debt secured herein having been paid in full to ... the lawful owner ... and holder ... thereof, I ... hereby release the lien on the within described property, held to secure the payment of said debt. This ... day of ... 1914 ... Reg.

TO HAVE AND TO HOLD, the said tract or parcel of land, with the appurtnances, estate, title and interest thereto belonging to the said Grover C. Wright, his *heirs and assigns forever.*

And the said BRANSFORD REALTY COMPANY covenants with the said Grover C.Wright *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 Grover C.Wright his

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 Grover C.Wright

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 Grover C.Wright *agrees to keep the improvements on said property hereinbefore conveyed insured to the amount of* five hundred and no/100 ($500) dollars *payable to the said BRANSFORD REALTY COMPANY, as collateral security to said notes, and to pay all taxes when due, and on his failure so to do ...*

further agrees that if he *fails to keep the said property insured, or to pay any taxes as agreed, the said BRANSFORD REALTY COMPANY ... lawful holder of said notes, may have the said buildings insured, or may pay the taxes, and in either event the amount ...*

secured by the lien herein reserved, and shall bear interest from the date of payment. If the said Grover C.Wright *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 Grover C.Wright *further agrees 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 hereinbefore provided for—and, lastly, any balance shall be paid to the said Grover C.Wright *or* his *legal representatives.*

The said Grover C.Wright *further agrees 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* Grover C.Wright *further agree that the purchaser may re-enter 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 Grover C.Wright *does further agree for* himself, his *heirs and assigns, that whenever* he *or* his *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* Grover C.Wright, his *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 second *day of* January *1915.*

(seal) *BRANSFORD REALTY COMPANY,*

By Johnson Bransford *President.*

(Seal)

Attest J.A.Althauser *Secretary.*

As evidence of their ratification and acceptance of the foregoing terms and conditions, Grover C.Wright and wife Gladys E.Wright *join herein and subscribe* their *names hereto.*

This 2nd *day of* January *1915.*

Grover C.Wright

Gladys E.Wright

STATE OF TENNESSEE, COUNTY OF DAVIDSON.

Before me, L.R.Anderson *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 9th *day of* Jany. *1915,*

(seal) L.R.Anderson *Notary Public.*

STATE OF TENNESSEE, COUNTY OF DAVIDSON.

Personally appeared before me, Jno.A.Pritchett *a Notary Public in and for said County and State, the within named* Grover C.Wright and wife Gladys E.Wright *the bargainors, with whom I am personally acquainted, and who acknowledged that* they *executed the foregoing instrument for the purposes therein contained.*

And Gladys E.Wright wife *wife of the said* Grover C.Wright *having appeared before me, privately and apart from* her *husband, the said* Grover C.Wright, *the said* Gladys E.Wright *acknowledged the execution of the said instrument to have been done by* her *freely, voluntarily, and unfraudulently, without compulsion or constraint from* her *said husband, and for the purposes therein expressed.*

Witness my hand and official seal at office in Nashville, Tennessee, this, 26th *day of* January *1915.*

(seal) Jno.A.Pritchett *Notary Public.*