...ford Realty Company TO/ J. P. B...

...deration of the sum of seven hundred and fifty & 00/100 ... r. Boyce and wife Mira F. Boyce, as follows:- four hundred and eighty six & ...00) Dollars paid in cash, the receipt of which is hereby acknowledged, and for the ... J. P. Boyce and wife, Mira F. Boyce, have executed and delivered their twenty ... promissory notes of even date herewith, payable to the order of the Bransford Realty C... ...ny, the first of said notes being for the sum of $11;32 and each succeeding note respectively ... thereafter being for the sum of $14.02,- and the first of said notes falling due June 21, 1915, and the ... which is for the sum of $14.02,- and the first of said notes falling due June 21, 1915, and the ... others, one on the 21st day of each and every succeeding month respectively thereafter until all ... are, and none of said notes bearing interest, except after maturity, the interest being com- ... puted and added into the face of each note,- A lien is hereby expressly retained on the proper- ... ty hereinconveyed to secure the payment of said notes,- and for other considerations hereinaf- ...ter 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 con- ...vey unto the said J. P. Boyce and wife Mira F. Boyce, their heirs and assigns, a certain lot or ... parcel of land in Davidson County, Tennessee as follows:- Being a part of lot numbered one hun- ...dred and forty seven (147) in S. T. McGavock's First Addition to Nashville, a plan of which ... is of record in Book 1, pages 90 to 100 of the Register's Office for Davidson County, Tennessee, ... Beginning on the south line of Madison Street 104-1/3 feet easterly from the easterly mar- ...gin of 10th Avenue, North, formerly Belleville Street; thence with the southerly margin of Mad- ...ison Street, easterly 33-1/3 feet; thence southerly parallel with Tenth Avenue North, 82.5 feet ... more or less to a point; thence westerly parallel with Madison Street 33-1/3 feet to a point; ... thence northerly parallel with 10th Avenue North, 82.5 feet more or less to the point of begin- ...ning.

The notes and interest notes herein described, have been paid in full and are delivered herewith marked cancelled. Bransford Realty Co. By [illegible] Secretary

TO HAVE AND TO HOLD, the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said J. P. Boyce and wife Mira F. Boyce, their heirs and assigns forever.

And the said BRANSFORD REALTY COMPANY covenants with the said J. P. Boyce and wife Mira F. Boyce, 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, except taxes for the year 1915, which the purchasers hereby assume and agree 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 land to the said J. P. Boyce and wife Mira, F. Boyce their

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 J. P. Boyce and wife Mira F. Boyce

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 thereupon become due.

The said J. P. Boyce and wife Mira F. Boyce, agree to keep the improvements on said property hereinbefore conveyed insured to the amount of $ three hundred & 00/100 ($300) payable to the said BRANSFORD REALTY COMPANY, as collateral ... losses when due; and the said J. P. Boyce and wife Mira F. Boyce, further agree that if they fail to keep the said property insured, or ... covered by the lien herein reserved, and shall bear interest at ... on the date of payment. If the said J. P. Boyce and wife Mira F. Boyce shall fail to so pay any premium or taxes and interest ... thereof by the said BRANSFORD REALTY COMPANY such failure shall render all of said notes due ... at once without notice.

The said J. P. Boyce and wife Mira F. Boyce 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 a newspaper published in Davidson County, the first publication to be made at least twenty days before the sale, shall have authority and such power as expressly reserved by said BRANSFORD REALTY COMPANY to sell the property, conveyed, by public auction, at the ... door of the Court House in Nashville, Tenn., to the highest bidder, for cash, free from the rights of redemption, homestead and dower, to any 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, 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 herein before provided for; and, lastly, any balance shall be paid to the said J. P. Boyce and wife Mira F. Boyce or their legal representatives.

The said J. P. Boyce and wife Mira F. Boyce do hereby constitute and appoint the BRANSFORD REALTY COMPANY or the legal holder of the notes then unpaid, may execute the power of sale herein contained, about ... and ... days, etc. that the said BRANSFORD REALTY COMPANY, or the lawful owner of any of the notes herein secured, shall not exercise said power; and that if the then holder of said notes becomes the purchaser, the proper bill of sale of conveyance of said property, shall have authority to convey the property to the said purchaser, and the said J. P. Boyce and wife Mira F. Boyce further agree that the purchaser may enter and take possession of the property without resistance or delay, and if refused, may, on the next day, enter, and be the tenant at will of the purchaser and removable by process as upon forcible and unlawful detainer, or not.

The said J. P. Boyce and wife Mira F. Boyce, do further covenant and agree for themselves, their heirs and assigns, that whenever they or their heirs or assigns, shall request the said BRANSFORD REALTY COMPANY, its successors or assigns, or the holders of the notes hereby 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 the said J. P. Boyce and wife Mira Boyce, their 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 Robert Lusk Vice ... its Vice President, and its corporate seal to be affixed by J. A. ALTHAUSER, its Secretary, on this, the 21st day of May, 1915.

Seal

BRANSFORD REALTY COMPANY,

[SEAL]

By Robert Lusk Vice President.

Attest J. A. Althauser, Secretary.

As evidence of their ratification and acceptance of the foregoing terms and conditions, J. P. Boyce and wife Mira F. Boyce join herein and subscribe their names hereto.

This 21st day of May, 1915.

J. P. Boyce.

Mira F. Boyce.

STATE OF TENNESSEE, COUNTY OF ...

Before me, L. R. Anderson ..., personally appeared Robert Lusk Vice ... BRANSFORD and J. A. ALTHAUSER, with whom I am personally acquainted, and who acknowledged themselves to be the President and Secretary, respectively, of the Bransford Realty Company, a corporation, and that they, as such President and Secretary, respectively, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by themselves as Vice President and attesting same by said J. A. ALTHAUSER, Secretary.

Witness my hand and official seal at office ...

STA...

Personally appeared before me ... named J. P. Boyce ... edged that they ... And Mira ... wife of the ... having appeared ...