NO. 73217. Bransford Realty Co. to L. J. Mitchell

For and in Consideration of the sum of eleven hundred and ninety one & 00/100 ($1191.00) dollars paid and to be paid by L. J. Mitchell, an unmarried man, as follows:- One & 00/100 ($1.00) dollar paid in cash, the receipt of which is hereby acknowledged, and for the remainder the said L. J. Mitchell has executed and delivered his fifty 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 $29.95 and each succeedingnote respectively thereafter being for an amount twelve cents less than the preceding note, except the last one, which is for the sum of $14.87 and the first of said notes falling due January 15, 1915 and the others one on the 15th 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 e ach note, A lien is hereby expressly retained on the property herein conveyed to secure the payment of said notes,- ANd for other considerations hereinafter set out, the Bransford Realty Company a corporation organized and existing under the laws of the Stateof Tennessee, has bargained and sold, and by these presents does transfer and convey unto the said L. J. Mitchell, an unmarried man, and to his heirs and assigns, certain lots or parcels of land in Davidson County, Tennessee, as follows:- First- Being lot numbered one hundred and eighty four (184) in the Richland Realty Company's Second subdivision B, the plan of which is of record in Book 332, page 92 of the Register's Office for Davidson County, Tennessee. Said lot NO. 184 fronts fifty feet on the south side of Central Avenue and extends back southerly between parallel lines 192.5 feet, more or less to an alley, being the same property conveyed to the Bransford Realty Company by deed from Agnes Collison, Trustee, recorded in Book 443, page 133 of the Register's Office for Davidson County, Tennessee. And said lot No. 184 is conveyed to the said L. J. Mitchel subject to the same conditions and restrictions regarding this lot sas are set out in the deed from the Richland Realty Company to Mrs. AGnes Collison Trustee, dated April 15, 1913. Second- Being lot numbered sixty nine (69) in the Bransford Realty Company's Belle Meade Golf Links sub division the plan of which is of record in Book 421, pages 94 and 95 of the Register's Office fornDavidson County, Tennessee. Said lot No. 69 fronts sixty feet on the west side of Blackburn Avenue and extends back westerly between parallel lines 190 feet, more or less to a dead line. It is expressly covenanted and agreed by and between the said Bransford Realty Company and L. J. Mitchell that the considi- conditions and restrictions, together with the benefits set forth in an instrument registered in Book 472, page 481 of the Register's Office for DAvidson County, Tennessee, are a part of this instrument as fully as if incorporated in this conveyance, and reference is hereby made to same for its contents in full.

TO HAVE AND TO HOLD, the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said L. J. Mitchell, his *heirs and assigns forever.*

And the said BRANSFORD REALTY COMPANY covenants with the said L.J. Mitchell *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 by taxes for the year 1916, which the purchaser hereby assumes and agrees to pay.

And the said BRANSFOKD REALTY COMPANY does further covenant and bind itself, and its successors, to warrant and forever defend the title to said land to the said L. J. Mitchell 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 L. J. Mitchell *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 L. J. Mitchell *agree to ~~keep the improvements on said property hereinbefore conveyed insured to the amount of $ payable to the said BRANSFORD REALTY COMPANY, as collateral security to said notes, and to~~ pay all taxes when due; and the said* L. J. Mitchell *further agree that if* he *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 secured by the lien herein reserved, and shall bear interest from the date of payment. If the said* L. J. Mitchel *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 option of such time.*

The said L. J. Mitchell *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 consecutive 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 door of the Courthouse in Nashville, Tenn., to the highest bidder for cash, free from the rights of redemption, homestead and dower, first giving 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 L. J. Mitchell *or* his *legal representatives.*

The said L. J. Mitchell *covenants that the said BRANSFORD REALTY COMPANY, or the legal holder of the notes then unpaid, may execute the powers and duties contained in said deed of trust, hereby making 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* L. J. Mitchell *further agree that the purchaser may re-enter and take possession of the property as the absolute owner thereof, and be the tenant at will of the purchaser and remove all by process as upon forcible and illegal entry and detainer of said.*

The said L. J. Mitchell *does further covenant and agree with* 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 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 necessary upon the said BRANSFORD REALTY COMPANY, its successors or assigns, or the holder of said notes, to make any such release, that said* L. J. Mitchell 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, and the said BRANSFORD REALTY COMPANY, its successors or assigns, or the holder of said notes, pay or be allowed for any such expenses, charges or fees, out of the final proceeds of the enforcement.*

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 15 *day of* December, 1915.

Seal

BRANSFORD REALTY COMPANY,

By Johnson BRansford, President.

[SEAL]

Attest J. A. Althauser, Secretary.

As evidence of his *their ratification and acceptance of the foregoing terms and conditions,* L. J. Mitchell, an unmarried man *join herein and subscribe* his *names hereto.*

This 15 *day of* December, 1915.

L. J. Mitchell

STATE OF TENNESSEE, COUNTY OF DAVIDSON.

Before me, Geo. W. Killebrew JR. *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 19 *day of* January, 1916.

SEal

Geo. W. Killebrew JR.
Notary Public.

STATE OF TENNESSEE, COUNTY OF DAVIDSON.

Personally appeared before me L. R. Anderson *a Notary Public in and for said County and State, the within named* L. J. Mitchell *the bargainor, with whom I am personally acquainted, and who acknowledged that* he *executed the foregoing instrument for the purposes therein contained.*

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

Witness my hand and official seal, at Nashville *Tennessee, this* 24 *day of* January 1916.

SEal

L. R. Anderson
Notary Public.

Received Jan. 26, 1916 at 3:31 P. M.
Recorded Jan. 27, 1916.