No.73662. Bransford Realty Co. To Nick Bass.

For and in Consideration *of the sum of* Twelve hundred & 00/100 ($1200.00)Dollars, paid and to be paid by Nick Bass and wife,Alice Bass,as follows:Five hundred and eighty-two & 00/100($582.00) dollars paid in cash,the receipt of which is hereby acknowledged,and for the remainder the said Nick Bass and wife,Alice Bass,have executed and delivered their 47 joint 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 $15.09 and each of the next succeeding 16 notes being for an amount six cents less than the preceding note;the 18th note being for the sum of $16.07 and each succeeding note respectively thereafter being for an amount seven cents less than the preceding note except the last one which is for the sum of $8.04,-and the first of said notes falling due February 15,1916 and theothers,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 each 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 state of Tennessee,has bargained and sold and by these presents does transfer and convey unto the said Nick Bass and wife,Alice Bass,and to their heirs and assigns,certain lot or parcel of land in Davidson County,Tennessee,as follows:Being lot numbered "six" (6)in the Bransford Realty Company's subdivision of Lot No.1 and No.3 and part of No.2 of the James Hamilton Tract,a plan of which is of record in Book 332,page 166 of the Register's Office for Davidson County,Tennessee.Said lot No.6 fronts twenty-five feet on the north side of Jefferson Street and extends back northerly between parallel lines 150 feet,more or less ,to an alley.

The entire debt secured herein having been paid in full to ... the lawful owner...s and holder...thereof, do hereby release the lien on the within described property, held to secure the payment of said debt. This ... day of ... 1916. Attest: ... Dep. Reg.

Bransford Realty Co. By ... 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 Nick Bass and wife,Alice Bass,their *heirs and assigns forever.*

And the said BRANSFORD REALTY COMPANY covenants with the said Nick Bass and wife,Alice Bass, *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 1915 and 1916,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 Nick Bass and wife,Alice Bass,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 Nick Bass and wife,Alice Bass,

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 Nick Bass and wife,Alice Bass *agree to keep the improvements on said property hereinbefore conveyed insured to the amount of $* Four hundred and fifty & 00/100 *payable to the said BRANSFORD REALTY COMPANY, as collateral security to said notes, and to pay all taxes when due; and the said* Nick Bass and wife,Alice Bass, *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 secured by the lien herein reserved, and shall bear interest at the rate of six per cent. If the said* Nick Bass and wife,Alice Bass, *fail to pay any premium or taxes and interest as aforesaid for six months from the payment thereof by the said BRANSFORD REALTY COMPANY, such failure shall, at the option of the said BRANSFORD REALTY COMPANY, mature the whole debt.*

The said Nick Bass and wife,Alice Bass, *further agree that if said notes shall become due upon maturity or otherwise, and the said BRANSFORD REALTY COMPANY, or the lawful owner of said notes then unpaid, after advertising said property for sale by publication once a week for four successive weeks in some newspaper published in Davidson County, the first publication to be not less than twenty days before the day of sale, shall have the right to sell the property herein conveyed by said BRANSFORD REALTY COMPANY to sell the property at the front door of the Court House in Nashville, Tenn., to the highest bidder for cash, free from the right of redemption, and to make title to the purchaser, and to apply proceeds of sale--*

First—To the payment of any taxes that may be due with the property.

Second—To the payment of all expenses incident to said sale, including a reasonable attorney's fee.

Third—To the satisfaction of the indebtedness secured hereby, and to the payment of taxes and insurance by the holder of said notes, as herein provided, rendering the surplus, if any, to the said Nick Bass and wife,Alice Bass *or their heirs or assigns.*

The said Nick Bass and wife,Alice Bass, *agree that the said BRANSFORD REALTY COMPANY, or the legal holder of the notes then unpaid, may purchase the property at any sale, that the said BRANSFORD REALTY COMPANY, or the holder of said notes, may become the purchaser at said sale, and that if the then holder of said notes becomes the purchaser at the sale, said holder shall have authority to convey the property to the said purchaser, and the said* Nick Bass and wife,Alice Bass, *further agree that the purchaser may receive and take possession of the property, and collect the rents, issues and profits thereof, and the tenant at will of the purchaser and may be dispossessed upon proceedings for that purpose.*

The said Nick Bass and wife,Alice Bass *do further covenant for themselves,their heirs and assigns, that whenever they or their heirs or assigns shall fail to perform the said BRANSFORD REALTY COMPANY, its successors or assigns, or the holders of the notes herein mentioned, any of the covenants of said notes, or the lien of any number of said notes less than the whole, or whenever it shall become necessary for the said BRANSFORD REALTY COMPANY, its successors or assigns, or the holder of said notes, to make any payment on account of the said* Nick Bass and wife,Alice Bass,their *heirs or assigns, shall pay in advance to the said BRANSFORD REALTY COMPANY, its successors or assigns, the holder of said notes, all the expenses, charges and fees of making such payment, and of collecting said notes, and the said BRANSFORD REALTY COMPANY, its successors or assigns, or the holder of said notes, shall have a lien therefor upon the property herein conveyed, and for the final recovery of the same.*

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 hereunto affixed and attested by J. A. LITHAUSER, its Secretary, on this, the 15th *day of* January,1916.

(Seal) *BRANSFORD REALTY COMPANY,*

By Johnson Bransford, *President.*

[SEAL] *Attest* J.A.Lithauser, *Secretary.*

As evidence of ____ *their concurrence in and acceptance of the foregoing terms and conditions,* Nick Bass and wife,Alice Bass, *have hereunto set* their *hands this* 15th *day of* January,1916.

Nick Bass.

Alice Bass.

STATE OF TENNESSEE, COUNTY OF DAVIDSON.

Before me, Jno.A.Pritchett, *a Notary Public in and for the State and County aforesaid, personally appeared JOHNSON BRANSFORD and J. A. LITHAUSER, 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. LITHAUSER, as Secretary.*

Witness my hand and official seal at office in Nashville, Tennessee, this, the 22nd *day of* January,1916.

U.S.R.Stamps $1.00. (Seal) Jno.A.Pritchett, *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* Nick Bass and wife,Alice Bass, *the bargainor, with whom I am personally acquainted, and who acknowledged that they executed the foregoing instrument for the purposes therein contained.*

And Alice Bass wife *of the said* Nick Bass, *having appeared before me, privately and apart from her husband, the said* Nick Bass, *the said* Alice Bass, *acknowledged the execution of the said instrument to have been done by her 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* 10th *day of* February,1916.

My commission expires Jan.13,1918. (Seal) Jno.A.Pritchett, *Notary Public.*

Received February,15,1916 at 10:21 A.M.

Recorded February,16,1916.