No.74381. Bransford Realty Co. To Sam Battle & wife.

For and in Consideration of the sum of One thousand & 00/100 ($1000.00)dollars,paid and to be paidby Sam Battle and wife,Lewellyn Battle,as follows: Seven hundred and thirty & 00/100 ($730.00)dollars paid in cash,the receipt of which is hereby acknowledged,and for the remainder the said Sam Battle and wife,Lewellyn Battle,have executed and delivered their twenty seven (27)promissory notes of even date herewith payable to theorder of the Bransford Realty Company,the first of said notes being for the sum of $11.35 and each succeeding note respectively thereafter being for an amount five cents less than the preceding note,- and the first of said notes falling due March,15,1916 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 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 Sam Battle and wife,Lewellyn Battle,their heirs and assigns,a certain lot or parcel of land in Davieson County,Tennessee,as follows:Being the northerly thirty-seven and one half(37-½)feet of the southerly fifty feet of lot numbered "two hundred and seventy-five"(275)in D.T.McGavock and others addition to Nashville,called the Addition to the Town of McGavock,a plan of which is recorded in the Register's Office for Davidson County,Tennessee,in Book No.21,page 41.Said part of said lot fronts 37-½ feet on the westerly side of Fourteenth Avenue,North,(formerly Alberta Avenue), and runs back between parallel lines 170 feet to an alley.Being the same property conveyed to the Bransford Realty Company by deed from Julia R.Cassetty,recorded in Book 353,page 366 of the Register's Office for Davidson County,Tennessee.

The entire debt secured herein having been paid in full to the lawful owners and holders thereof,we hereby release the lien on the within described property, held to secure the payment of said debt. This 2 day of March 1916.
Attest: J. A. Althauser Sec'y. Bransford Realty Co.
By Johnson Bransford Pres.

TO HAVE AND TO HOLD, the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said Sam Battle and wife,Lewellyn Battle,their *heirs and assigns forever.*

And the said BRANSFORD REALTY COMPANY covenants with the said Sam Battle and wife,Lewellyn Battle *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 years 1915 and 1916,which taxes 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 Sam Battle and wife,Lewellyn Battle,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.:

The said Sam Battle and wife,Lewellyn Battle

shall at any time be unpaid, either in whole or in part, one month after

ed & 00/100

when due; and

come a part of the indebtedness secured by the lien herein reserved, and shall bear interest from the date of payment. If the said
Sam Battle and wife,Lewellyn Battle *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 Sam Battle and wife,Lewellyn Battle *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, Tenn., 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 Sam Battle and wife Lewellyn Battle *or* their, *legal representatives.*

The said Sam Battle and wife,Lewellyn Battle, *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* Sam Battle and wife,Lewellyn Battle *further agree that the purchaser may re-enter and take possession of the property without hindrance or delay, and while there as the owner become and be the tenant at will of the purchaser and removable by process as upon forcible and unlawful detainer suit.*

The said Sam Battle and wife,Lewellyn Battle do xxx *further covenant 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 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 this said* Sam Battle and wife,Lewellyn Battle 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 JOHNSON BRANSFORD, its President, and its corporate seal to be affixed by J. A. ALTHAUSER, its Secretary, on this, the 15th *day of* February,1916.

(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, Sam Battle and wife Lewellyn Battle *join herein and subscribe* their *names hereto.*

This 15th *day of* February,1916.

Sam Battle.

Lewellyn Battle.

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 17th *day of* March,1916.

U.S.R.Stamps $1.00. (Seal) L.R.Anderson, *Notary Public.*

STATE OF TENNESSEE, COUNTY OF DAVIDSON.

Personally appeared before me Geo.W.Killebrew,Jr. *a Notary Public in and for said County and State, the within named* Sam Battle and wife,Lewellyn Battle *the bargainors, with whom I am personally acquainted, and who acknowledged that* they *executed the foregoing instrument for the purposes therein contained.*

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

Witness my hand and official seal, at Nashville, *on* 1916 at 9:03 A.M.