no. 79111. Bransford Realty Co. to Byron Bennett

For and in Consideration of the sum of thirteen hundred & 00/100 ($1300.00) dollars, paid and to be paid by Byron Bennett, an unmarried man, as follows:- Two hundred and seventy & 00/100 ($270) dollars paid in cash, the receipt of which is hereby acknowledged, and for the remainder the said Byron Bennett has executed and delivered his 85 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 $13.15 and each of the next succeeding 24 notes being for an amount four cents less than the preceding note; the 26th note being for the sum of $14.15 and each of the next succeeding 29 notes being for an amount five cents less than the preceding note; the 56th note being for the sum of $14.65 and each succeeding note respectively thereafter being for an amount six cents less than the preceding note except the last one which is for the sum of $182.91 and the first of said notes falling due February 10, 1916 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 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 Byron Bennett an unmarried man, and to his heirs and assigns, a certain lot or parcel of land in Davidson County, Tennessee, as follows:- Being part of lot numbered thirty four (34) in Johnson Bransford's subdivision of three parts of lot no. 158 in Judge John McNairy's Mansion House Tract, the plan of which is of record in Book 161, page 146 of the Register's Office for Davidson County, Tennessee, Said part of said lot fronts 35 feet on the west side of Eleventh Avenue north, formerly Cumberland Street, and extends back westerly between parallel lines 135 feet, more or less to an alley.

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

And the said BRANSFORD REALTY COMPANY covenants with the said Byron Bennett *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 the purchaser hereby assumes and agrees 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 Byron Bennett, 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 Byron Bennett *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 Byron Bennett *agree to keep the improvements on said property hereinbefore conveyed insured to the amount of $* four hundred & 00/100 ($400) *payable to the said BRANSFORD REALTY COMPANY, as collateral security to said notes, and to pay all taxes when due; and the said* Byron Bennett *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* Byron Bennett *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 each holder.*

The said Byron Bennett *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 [illegible] door of the Court House in Nashville, Tenn., to the highest bidder for cash, free from the rights of redemption, homestead and dower, to execute a deed 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 insurance by the holder of said notes, as hereinbefore provided for—and, lastly, any balance shall be paid to the said Byron Bennett *or* his *legal representatives.*

The said Byron Bennett *further agree that the BRANSFORD REALTY COMPANY, or the lawful owner of any of the notes herein secured, may sell the property under said power, and that if the then holder of said notes becomes the purchaser, the person holding the office of Court House Clerk of Davidson County shall have authority, to convey the property to the said purchaser, and the said* Byron Bennett *further agree that the purchaser may re-enter and take possession of the property without hindrance or delay, and if he fail to do so he shall be treated as a tenant at will of the purchaser and removable by process as upon forcible and unlawful detainer suit.*

The said Byron Bennett *does further covenant 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 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* Byron Bennett, 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 in the discretion of their agents.*

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, this the 10th *day of* January 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, Byron Bennett, an unmarried man *join herein and subscribe* his *names hereto.*

This 10th *day of* January 1916.

Byron Bennett

STATE OF TENNESSEE, COUNTY OF DAVIDSON.

Before me, Zee Childress, *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 3rd *day of* October 1916.

Seal Zee Childress, Notary Public

STATE OF TENNESSEE, COUNTY OF DAVIDSON.

Personally appeared before me, Zee Childress, *a Notary Public in and for said County and State, the within named* Byron Bennett, an unmarried man *the bargainor, with whom I am personally acquainted, and who acknowledged that* he *executed the foregoing instrument for the purposes therein contained.*

And [illegible] *wife of the said* [illegible] *having appeared before me, privately and apart from husband, the said* [illegible] *the said* [illegible] *acknowledged the execution of the said instrument to have been done by* [illegible] *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* 3rd *day of* October 1916.

Seal Zee Childress, Notary Public.

Received Oct. 4, 1916 at 4:04 P. M.

Recorded Oct. 11, 1916