No. 83125 Bransford Realty Co. to Henry Brooks

*For and in Consideration of the sum of* nine hundred and ninety nine & 00/100 ($999.00) dollars, paid and to be paid by Henry Brooks and wife, Lethia Brooks as follows:-. Fifty-one & 00/100 )$51.00) dollars paid in cash, the receipt of which is hereby acknowledged, and for the remainder the said Henry Brooks and wife, Lethia Brooks, have executed and delivered their eighty 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 $14.74 and each of the next succeeding 24 notes being for an amount five cents less than the preceding note; the 26th note being for the sum of $15.49 and each of the next succeeding 29 notes being for an amount six cents less than the preceding note; the 56th note being for the sum of $15.69 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 $2.01, and the first of said notes falling due November 1, 1914 and the others, one on the first 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 Henry Brooks and wife, Lethia Brooks, their heirs and assigns, certain lots or parcels of land in Davidson County, Tennessee, as follows:- First- Being lot numbered twenty eight (28) 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 lot No. 28 fronts thirty feet on the westerly side of Cumberland Street and extends back westerly between parallel lines 135 feet, more or less, to an alley in the rear. Second. Being lot numbered one hundred and thirty six (136) in the BRansford Realty Company's subdivision of the McWhirter Tract, the Love McPerrin Tract, the plan of which is of record in Book 421, page 52 of the Register's Office for Davidson County, Tennessee, Said lot No. 136 fronts thirty feet on the south side of an unnamed street and extends back southerly between lines 160.2 feet, more or less, on its western margin, and 150 feet, more or less, on its eastern margin to an alley, measuring 87.3 feet on said 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* Henry Brooks and wife, Lethia Brooks, their *heirs and assigns forever.*

*And the said BRANSFORD REALTY COMPANY covenants with the said* Henry Brooks and wife, Lethia Brooks *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 1914, 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* Henry Brooks and wife, Lethia Brooks, 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* Henry Brooks and wife, Lethia Brooks *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* Henry Brooks and wife, Lethia Brooks & 00/100 ($575) *agree to keep the improvements on said property hereinbefore conveyed insured to the amount of* five hundred and seventy five/ *payable to the said BRANSFORD REALTY COMPANY, as collateral security to said notes, and to pay all taxes when due; and the said* Henry Brooks and wife, Lethia Brooks *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 from the date of payment. If the said* Henry Brooks and wife, Lethia Brooks *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* Henry Brooks and wife, Lethia Brooks *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* Henry Brooks and wife, Lethia Brooks *or their legal representatives.*

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

*The said* Henry Brooks and wife, Lethia Brooks do *further 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 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; that said* Henry Brooks and wife, Lethia Brooks, 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* first *day of* October 1914.

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,* Henry Brooks and wife, Lethia Brooks *join herein and subscribe* their *names hereto.*

*This* first *day of* October 1914.

Witness:- Lucien E. Parish
Frances Brooks

Henry Brooks, his mark X

Lethia Brooks

## 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* 23 *day of* December 1914.

Seal L. R. Anderson *Notary Public.*

## STATE OF TENNESSEE, COUNTY OF DAVIDSON.

*Personally appeared before me* Lucien E. Parish *a Notary Public in and for said County and State, the within named* Henry Brooks and wife, Lethia Brooks *the bargainors, with whom I am personally acquainted, and who acknowledged that* they *executed the foregoing instrument for the purposes therein contained.*

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

*Witness my hand and official seal, at* Nashville *Tennessee, this* 9 *day of* April 1917.

My commission expires January 6, 1921. Seal Lucien E. Parish *Notary Public.*

Received April 11, 1917 at 3:55 P.M.
Recorded April 19, 1917