NO. 486. REGISTERED OCT. 17, 1918.

BRANSFORD REALTY COMPANY TO JOHN H. JONES ET. UX.

For and in Consideration *of the sum of* THE SUM OF SEVENTEEN HUNDRED AND FIFTY AND 00/100 ($1750.00) DOLLARS, PAID AND TO BE PAID BY JOHN H. JONES AND WIFE, GENEVA JONES, AS FOLLOWS: FIFTY AND 00/100 ($50.00) DOLLARS PAID IN CASH, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, AND FOR THE REMAINDER THE SAID JOHN H. JONES AND WIFE, GENEVA JONES, HAVE EXECUTED AND DELIVERED THEIR TWO PROMISSORY NOTES OF EVEN DATE HEREWITH PAYABLE TO THE ORDER OF THE BRANSFORD REALTY COMPANY IN THE SUM OF $25.00 EACH AND FALLING DUE THIRTY AND SIXTY DAYS RESPECTIVELY FROM DATE WITH INTEREST AT THE RATE OF SIX PER CENT PER ANNUM, AND SAID JOHN H. JONES AND WIFE, GENEVA JONES, HAVE ALSO EXECUTED AND DELIVERED THEIR 101 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 $18.25 AND EACH OF THE NEXT SUCCEEDING 39 NOTES BEING FOR AN AMOUNT FIVE CENTS LESS THAN THE PRECEDING NOTE; THE 41ST NOTE BEING FOR THE SUM OF $18.25 AND EACH OF THE NEXT SUCCEEDING 39 NOTES BEING FOR AN AMOUNT SIX CENTS LESS THAN THE PRECEDING NOTE; THE 81ST NOTE BEING FOR THE SUM OF $17.85 AND EACH SUCCEEDING NOTE RESPECTIVELY THEREAFTER BEING FOR AN AMOUNT SEVEN CENTS LESS THAN THE PRECEDING NOTE EX CEPT THE LAST ONE WHICH IS FOR THE SUM OF $492.45, AND THE FIRST OF SAID SERIES OF 101 MONTHLY PAYMENT NOTES FALLING DUE DECEMBER 15TH, 1918 AND THE OTHERS, ONE ON THE FIFTEENTH 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 JOHN H. JONES AND WIFE GENEVA JONES AND TO THEIR HEIRS AND ASSIGNS, A CERTAIN LOT OR PARCEL OF LAND IN DAVIDSON COUNTY, TENNESSEE, AS FOLLOWS; BEING THE WESTERLY TEN FEET OF LOT NUMBER "FIFTY-SEVEN" (57) AND THE EASTERLY TWENTY FIVE FEET OF LOT NUMBER "FIFTY-SIX" (56) BLOCK "C" IN THE BRANSFORD REALTY COMPANY'S SUBDIVISION OF THE SOUTH PART OF THE NORTH HILL ADDITION, RECORDED IN BOOK 421, PAGE 76 R. O. D. C. TENN. SAID PARTS OF SAID LOTS FRONT TOGETHER THIRTY FIVE FEET ON THE SOUTH SIDE OF LOCKLAYER STREET AND EXTEND BACK SOUTHERLY BETWEEN PARALLEL LINES, 100 FEET, MORE OR LESS, TO AN ALLEY, AND BEING THE SAME PROPERTY CONVEYED TO TO BRANSFORD REALTY COMPANY BY DEED FROM A. C. MCCULLOUGH ET. UX, AS OF RECORD IN BOOK 467, PAGE 218, OF THE REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE.

I declare that I am the true and lawful holder of the claim secured by the instrument within recorded, and hereby acknowledge the satisfaction thereof and discharge of the lien to secure the same in full. This ____ day of ____, 1925.

By ____

TO HAVE AND TO HOLD, the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said JOHN H. JONES AND WIFE GENEVA JONES, THEIR ____ *heirs and assigns forever.*

And the said BRANSFORD REALTY COMPANY covenants with the said JOHN H. JONES AND WIFE, GENEVA JONES, *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 TAXES FOR YEAR 1918, ONE FOURTH OF WHICH SAID JOHN H. JONES AND WIFE, GENEVA JONES AGREE TO ASSUME AND 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 JOHN H. JONES AND WIFE, GENEVA JONES, 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 JOHN H. JONES AND WIFE, GENEVA JONES, ____

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 JOHN H. JONES AND WIFE, GENEVA JONES, ____ *agree to keep the improvements on said property hereinbefore conveyed insured to the amount of $* ONE THOUSAND AND 00/100 ($1000.00) *payable to the said BRANSFORD REALTY COMPANY, as collateral security to said notes, and to pay all taxes when due; and the said* JOHN H. JONES AND WIFE, GENEVA JONES, ____ *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* JOHN H. JONES AND WIFE, GENEVA JONES ____ *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 JOHN H. JONES AND WIFE, GENEVA JONES, ____ *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* JOHN H. JONES AND WIFE, GENEVA JONES ____ *or* THEIR ____ *legal representatives.*

The said JOHN H. JONES AND WIFE, GENEVA JONES *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* JOHN H. JONES AND WIFE, GENEVA JONES *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 JOHN H. JONES AND WIFE, GENEVA JONES ____ *does 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* JOHN H. JONES AND WIFE, GENEVA JONES, 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 11TH ____ *day of* SEPTEMBER ____, 1918 ____

[SEAL] *BRANSFORD REALTY COMPANY,*

By JOHNSON BRANSFORD ____ *President.*

Attest J. A. ALTHAUSER ____ *Secretary.*

As evidence of their ratification and acceptance of the foregoing terms and conditions, JOHN H. JONES AND WIFE, GENEVA JONES ____ *join herein and subscribe* THEIR ____ *names hereto.*

This 20TH ____ *day of* SEPTEMBER, 1918 ____ JOHN H JONES

GENEVA JONES

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 19TH *day of* SEPTEMBER 1918 ____

SEAL- ZEE CHILDRESS.

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* JOHN H. JONES AND WIFE, GENEVA JONES ____ *the bargainors, with whom I am personally acquainted, and who acknowledged that* THEY *executed the foregoing instrument for the purposes therein contained.*

And GENEVA JONES ____ *wife of the said* JOHN H. JONES ____ *having appeared before me, privately and apart from* HER *husband, the said* JOHN H. JONES ____ *; the said* GENEVA JONES ____ *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* 20 *day of* SEPTEMBER 1918.

SEAL- LUCIEN PARISH

Notary Public.

U. S REVENUE STAMPS $2.00

RECEIVED SEPT. 24, 1918, 1:10 P. M.