1444 Bransford Realty Co to Clabe Farmer & wife

For and in Consideration of the sum of Fifteen hundred and seventy five & 00/100($1575.00) dollars paid and to be paid by Clabe Farmer and wife Jennie Farmer as follows: Three hundred and eleven & 00/100 ($311.00) dollars paid in cash, the receipt of which is hereby acknowledged, and for the remainder the said Clabe Farmer and wife Jennie Farmer have executed and delivered their 75 promissory notes of even d ate herewith, payable to the order of the Bransford Realty Company, the first one of said notes being for the sum of $16.32 and each of the next succeeding 23 notes being for an am unt five cents less than the preceding note; the 25th note being for the sum of $17.12 and each of the next succeeding 29 notes being for an amount six cents less than the preceding note; the 55th note being for the sum of $17.32 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 $385.92 and the first of said notes falling due January 11, 1916 and the others, one on the 11th 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 here by respressly retained on the property herein con veyed to secure the payment of said notes,- And for other considerations hereinafter set out, the Bransford Realty Company, a corporation organized and existing under th e laws of the State of Tennessee has bargained and sold and by these presents does transfer and convey unto the said Clabe Farmer and wife, Jennie Farmer, their heirs and assigns, a certain lot or parcel of land in Davidson County, Tennessee, as follows: Being lot number thirty three (33) and the east fifteen feet of lot numbered thirty four (34) Block "B" of the Bransford Realty Companys north Hill Tract, a plan of which is of record in Book 332 page 72 of the Registers office for Davidson County Tennessee. Said lot and part of lot front together fifty feet on the north side of Locklayer Street and run back between parallel lines 180 feet on the north side of Locklayer Street and run back between parallel lines 180 feet, more or less, to an alley.

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 16 day of March 1916.

Attest: C. H. Ingram Deputy Reg.

Bransford Realty Co
By W. H. Hagan Secy

TO HAVE AND TO HOLD, the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said Clabe Farmer and wife Jennie Farmer, their heirs and assigns forever.

And the said BRANSFORD REALTY COMPANY covenants with the said Clabe Farmer and wife Jennie Farmer *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 1915-1916 which the purchaser hereby assumes & 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 Clabe Farmer and wife, Jennie Farmer

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 Clabe Farmer and wife Jennie Farmer

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 ~~Clabe and Jennie Farmer~~ wife Jennie ($750.00)

agree to keep the improvements on said property hereinbefore conveyed insured to the amount of $ seven hundred & fifty 00/100($750.00)

payable to the said BRANSFORD REALTY COMPANY, as collateral security to said notes, and to pay all taxes when due; and the said

Clabe Farmer and wife Jennie Farmer *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* Clabe Farmer and wife, Jennie Farmer *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 Clabe Farmer and wife, Jennie Farmer *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* Clabe Farmer and wife, Jennie Farmer *or their legal representatives.*

The said Clabe Farmer and wife Jennie Farmer *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* Clabe Farmer and wife Jennie Farmer *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 Clabe Farmer and wife, Jennie Farmer do *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* Clabe Farmer and wife Jennie Farmer, 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 11 *day of* December, 1915.

[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, Clabe Farmer and wife Jennie Farmer *join herein and subscribe their names hereto.*

This 11 day of December 1915

Clabe his mark Farmer

Witness B. Stepp
H. L. Pite

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 14 *day of* November 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* Clabe Farmer *the bargainor, with whom I am personally acquainted, and who acknowledged that she executed the foregoing instrument for the purposes therein contained.*

And wi of the said having appeared before me, privately and apart from husband, the said ; the said acknowledged the execution of the said instrument to have been done by 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* 14 *day of* November 1916

seal Zee Childress *Notary Public.*

U.S.R.Stamp $ 2.00

Received Nov. 7, 1916 at 11.27 A M
Recorded Nov. 18, 1916