NO. 3507 REGISTERED

386 BRANSFORD REALTY CO.,
TO DEED,
GEO. SCIVLEY & WIFE PERRL SCIVLEY,

For and in Consideration of the sum of FOURTEEN HUNDRED AND FIFTY AND 00/100 ($1450.00) DOLLARS PAID AND TO BE PAID BY GEORGE SCIVLEY AND WIFE, PERRL SCIVLEY AS FOLLOWS: ONE HUNDRED AND 00/100 ($100.00) DOLLARS PAID IN CASH, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, AND FOR THE REMAINDER, THE SAID GEORGE SCIVLEY AND WIFE, PEARL SCIVLEY HAVE EXECUTED THEIR 85 JOINT 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 $20.75 AND EACH OF THE NEXT SUCEEDING 29 NOTES BEING FOR AN AMOUNT SEVEN CENTS LESS THAN THE PRECEEDING NOTE; THE 31ST NOTE BEING FOR THE SUM OF $20.65 AND EACH OF THE NEXT SUCEEDING 29 NOTES BEING FOR AN AMOUNT EIGHT CENTS LESS THAN THE PRECEEDING NOTE; THE 61 NOTE BEING FOR THE SUM OF $20.25 AND EACH SUCEEDING NOTE RESPECTIVELY THEREAFTER BEING FOR AN AMOUNT NINE CENTS LESS THAN THE PRECEEDING NOTE, AND THE FIRST OF SAID SERIES OF 85 NOTES FALLING DUE DECEMBER 10TH, 1918, AND THE OTHERS, ONE ON THE TENTH DAY OF EACH AND EVERY SUCEEDING MONTH RESPECTIVELY THEREAFTER UNTIL ALL MATURE, AND NONE OF SAID SERIES OF 85 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 THE ABOVE DESCRIBED NOTES AND INTEREST THEREON 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 GEORGE SCIVLEY AND WIFE, PERRL SCIVLEY, THEIR HEIRS AND ASSIGNS, A CERTAIN LOT OR PARCEL OF LAND IN NASHVILLE, DAVIDSON COUNTY, TENNESSEE, AS FOLLOWS: BEING LOT NO. 38 IN BRANSFORD REALTY COMPANY'S RESUBDIVISION OF A PART OF BANLOVE'S ADDITION RECORDED IN BOOK 421, PAGE 53 OF THE REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE. SAID LOT NO. 38 FRONTS 40 FEET ON THE NORTH SIDE OF THOMPSON STREET AND EXTENDS BACK BETWEEN PARALLEL LINES 135 FEET, TO AN ALLEY, MEASURING 40 FEET ON SAID ALLEY,- AND BEING A PART OF THE SAME PROPERTY CONVEYED TO THE BRANSFORD REALTY COMPANY BY DEED FROM ALEXANDER WARNER, RECORDED IN BOOK 423, PAGE 64 OF THE REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE.

The entire debt secured herein having been paid in full to the lawful owner and holder thereof, I hereby release the lien on the within described property, held to secure the payment of said debt. This 12th day of Dec. 1918.

Attest: Geo. H. Barrett, Deputy Reg.

By Benjamin Keeble Jr
Deputy Register

TO HAVE AND TO HOLD, the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said GEORGE SCIVLEY AND WIFE, PEARL SCIVLEY, THEIR *heirs and assigns forever.*

And the said BRANSFORD REALTY COMPANY covenants with the said GEORGE SCIVLEY AND WIFE PEARL SCIVLEY *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,*

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 GEORGE SCIVLEY AND WIFE, PEARL SCIVLEY, 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 GEORGE SCIVLEY AND WIFE, PEARL SCIVLEY

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 GEORGE SCIVLEY AND WIFE, PEARL SCIVLEY AGREE THAT UNTIL THE DEBT HEREIN SECURED IS PAID, THEY WILL KEEP INSURED the improvements on said property hereinbefore conveyed insured to the amount of $ ONE THOUSAND AND 00/100 ($1000.00) DOLLARS IN SOME RELIABLE INSURANCE COMPANY TO BE SELECTED BY BRANSFORD REALTY COMPANY, and assign the said policy to the said BRANSFORD REALTY COMPANY, as collateral security to said notes, and to pay all taxes when due; and the said GEO. SCIVLEY AND WIFE, PEARL SCIVLEY, WILL LEAVE SAID POLICY OR ANY ADDITIONAL POLICIES TAKEN OUT WITH BRANSFORD REALTY CO. AND AGREE *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* GEORGE SCIVLEY AND WIFE, PEARL SCIVLEY, *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 GEORGE SCIVLEY AND WIFE, PERRL SCIVLEY, *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* GEORGE SCIVLEY AND WIFE, PEARL SCIVLEY *or* THEIR *legal representatives.*

The said GEORGE SCIVLEY AND WIFE, PEARL SCIVLEY *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* GEO. SCIVLEY AND WIFE PEARL SCIVLEY, *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 GEO. SCIVLEY AND WIFE PEARL SCIVLEY, *does further agree for* THEMSELVES, THEIR *heirs and assigns, that whenever* THEY *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* GEO. SCIVLEY AND WIFE, PEARL SCIVLEY, 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 9TH *day of* NOVEMBER, *, 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, GEORGE SCIVLEY AND WIFE, PEARL SCIVLEY, *join herein and subscribe* THEIR *names hereto.*

This 11TH *day of* NOVEMBER, 1918.

GEORGE SCIVLEY.

PEARL SCIVLEY.

STATE OF TENNESSEE, COUNTY OF DAVIDSON.

Before me LUCIEN E. PARISH, *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 11TH *day of* NOVEMBER, 1918.

LUCIEN E. PARISH, (SEAL)
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* GEO. SCIVLEY & WIFE, PEARL SCIVLEY *the bargainors, with whom I am personally acquainted, and who acknowledged that* THEY *executed the foregoing instrument for the purposes therein contained.*

And PEARL SCIVLEY, *wife of the said* GEORGE SCIVLEY, *having appeared before me, privately and apart from* HER *husband..., the said* GEORGE SCIVLEY, *; the said* PEARL SCIVLEY, *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* 11TH *day of* NOVEMBER, 1918.

LUCIEN E. PARISH, (SEAL)
Notary Public.

U. S. REV. STAMP $1.50
RECEIVED 14TH DAY OF NOV. A. D. 1918 AT 1-18 P. M.