For and in Consideration *of the sum of* TWENTY-FIVE HUNDRED & 00/100 ($2500.00) DOLLARS, PAID AND TO BE PAID BY J. C. DENNING, JR., AND WIFE NETTIE LOU DENNING, AS FOLLOWS: FOUR HUNDRED AND 00/00 ($400.00) DOLLARS PAID IN CASH, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED AND FOR THE REMAINDER THE SAID J. C. DENNING JR. & WIFE NETTIE LOU DENNING, HAVE EXECUTED AND DELIVERED THEIR PROMISSORY NOTE OF EVEN DATE HEREWITH IN THE SUM OF $1000.00 PAYABLE TO THE ORDER OF LEE BOOTH AND FALLING DUE TWO YEARS AFTER DATE AND BEARING INTEREST FROM DATE AT THE RATE OF 6% PER CENT PER ANNUM, PAYABLE SEMI-ANNUALLY,- AND ALSO EXECUTED AND DELIVERED TO YOU THEIR FOUR PROMISSORY NOTES OF EVEN DATE HEREWITH PAYABLE TO THE ORDER OF LEE BOOTH IN THE SUM OF $25.00 AND FALLING DUE QUARTERLY FROM DATE AND BEARING INTEREST FROM DATE AT THE RATE OF 6% PER ANNUM AND FOR THE REMAINDER HAVE EXECUTED AND DELIVERED THEIR FIFTY PROMISSORY NOTES OF EVEN DATE HEREWIS PAYABLE TO THE ORDER OF LEE BOOTH, THE FIRST OF SAID NOTES BEING FOR THE SUM OF $25.00 AND EACH SUCCEEDING NOTE THEREAFTER BEING FOR AN AMOUNT 10 CENTS LESS THAN THE PRECEDING NOTE AND THE FIRST OF SAID NOTES FALLING DUE OCT. 16, 1919 AND THE OTHERS MONTHLY RESPECTIVELY THEREAFTER UNTIL ALL MATURE AND NONE OF SAID SERIES OF 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 INTEREST THEREON, BUT IT IS DISTINCTLY UNDERSTOOD AND AGREED AND MADE A PART OF THE CONSIDERATION OF THIS CONVEYANCE THAT THE LIEN RETAINED TO SECURE THE PAYMENT OF SAID NOTE IN THE SUM OF $1000.00 AND INTEREST, SHALL BE AND IS THE FIRST LIEN ON THE PROPERTY HEREINAFTER DESCRIBED AND SAID LIEN SHALL BE AND IS SUPERIOR IN ALL RESPECTS TO THE LIEN RETAINED TO SECURE THE PAYMENT OF SAID SERIES OF 50 NOTES AND IN CASE OF A SALE OF THE PROPERTY HEREINAFTER DESCRIBED BY THE FORECLOSURE PROCEEDINGS IN ACCORDANCE WITH THE POWER OF SALE HEREINAFTER RESERVED OR OTHERWISE ANY PROCEEDINGS OF SUCH SALE OR SALES, PROPERLY APPLICABLE TO THE INDEBTEDNESS SECURED BY VENDORS NOTE RETAINED IN THIS DEED, SHALL FIRST BE APPLIED TO PAY SAID $1000.00 NOTE, ALL INTEREST THEN DUE THEREON AND CHARGES, BEFORE ANY PART OF SUCH PROCEEDS OF SAID SALE SHALL BE APPLIED ON THE SERIES OF 50 NOTES HEREIN DESCRIBED. AND FOR OTHER CONSIDERATIONS HEREINAFTER SET OUT, WE, LEE BOOTH AND WIFE ELVA BOOTH, HAVE BARGAINED AND BY THESE PRESENTS DO TRANSFER AND CONVEY UNTO THE SAID J. C. DENNING JR. & WIFE NETTIE-LOU DENNING, AND TO THEIR HEIRS AND ASSIGNS, A CERTAIN LOT OR PARCEL OF LAND IN DAVIDSON COUNTY, TENNESSEE, AS FOLLOWS: BEING LOT NUMBERED "TWO" (2) OF BLOCK 10 YARBROUGH'S SUBDIVISION OF WOODLAND, THE PLAN OF WHICH IS RECORDED IN THE REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE IN BOOK 161, PAGE 67. SAID LOT NO. 2 FRONTS 50 FEET ON THE EASTERN SIDE OF GRANTLAND AVE. AND RUNS BACK BETWEEN PARALLEL LINES 165 FEET TO AN ALLEY AND BEING THE SAME PROPERTY CONVEYED TO LEE BOOTH BY DEED FROM MARY I. HALBACK RECORDED IN BOOK 464, PAGE 576 OF THE REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE.

TO HAVE AND TO HOLD, the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said J. C. DENNING JR. AND WIFE NETTIE LOU DENNING, THEIR *heirs and assigns forever.*

And the said BRANSFORD REALTY COMPANY *covenants with the said* J. C. DENNING AND WIFE NETTIE LOU DEN- LEE BOOTH AND WIFE ELVA BOOTH NING THAT THEY ARE *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* LEE BOOTH AND WIFE ELVA BOOTH, THEMSELVES J. C. DENNING JR., & WIFE NETTIE LOU DENNING, 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 J. C. DENNING JR., AND WIFE NETTIE LOU DENNING, LEE BOOTH *and the said* BRANSFORD REALTY COMPANY *that if any of said notes shall at any time be unpaid, either in whole or in part, for month after maturity, all of the notes thereupon become due. The said* J. C. DENNING JR. & WIFE NETTIE LOU DENNING, ($1200.00) *agree to keep the improvements on said property hereinbefore conveyed insured to the amount of* TWELVE HUNDRED & 00/100 LEE BOOTH *payable to the said* BRANSFORD REALTY COMPANY, *as collateral security to said notes, and to pay all taxes when due; and the said* J. C. DENNING, JR., AND WIFE NETTIE LOU DENNING *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* J. C. DENNING JR. & WIFE NETTIE LOU DENNING, LEE BOOTH *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 J. C. DENNING JR. & WIFE NETTIE LOU DENNING, LEE BOOTH *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 to 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* J. C. DENNING JR. & WIFE NETTIE LOU DENNING *or* THEIR *legal representatives.*

The said J. C. DENNING, JR. & WIFE NETTIE LOU DENNING, LEE BOOTH *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 LEE BOOTH 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* J. C. DENNING JR., & WIFE NETTIE LOU DENNING *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 J. C. DENNING JR. & WIFE NETTIE LOU DENNING, DO *further agree for* THEMSELVES, THEIR *heirs and assigns, that whenever* THEY *or* THEIR *heirs or assigns, shall request the said* LEE BOOTH BAILEY 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, LEE BOOTH *its successors or assigns, or the holder of said notes, to make any such release; that said* J. C. DENNING JR. & WIFE NETTIE LOU DENNING, THEIR *heirs or assigns, shall pay in advance to the said* BRANSFORD REALTY COMPANY, LEE BOOTH *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, LEE BOOTH, HIS HEIRS *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.*

[illegible] of ....., 191....

WITNESS OUR HANDS, THIS, THE 16TH DAY OF SEPT. 1919.

LEE BOOTH,
ELVA BOOTH,

As evidence of their ratification and acceptance of the foregoing terms and conditions, J. C. DENNING JR. & WIFE NETTIE LOU DENNING, THEIR *join herein and subscribe their names hereto.*

This 16 *day of* SEPTEMBER, 1919.

J. C. DENNING, JR.,
NETTIE LOU DENNING,

STATE OF TENNESSEE, COUNTY OF DAVIDSON

Before me CAROLINE G. KIMBROUGH, *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 16TH *day of* SEPT. 1919.

CAROLINE G. KIMBROUGH, (SEAL)
Notary Public.

STATE OF TENNESSEE, COUNTY OF DAVIDSON

Personally appeared before me CAROLINE G. KIMBROUGH, *a Notary Public in and for said County and State, the within named* J. C. DENNING JR., & WIFE NETTIE LOU DENNING AND LEE BOOTH AND WIFE ELVA BOOTH *the bargainor S., with whom I am personally acquainted, and who acknowledged that* THEY *executed the foregoing instrument for the purposes therein contained.*

And NETTIE LOU DENNING AND ELVA BOOTH, WIVES *wi... of the said* J. C. DENNING JR., AND LEE BOOTH, RESPECTIVELY, *having appeared before me, privately and apart from* THEIR *husband S., the said* J. C. DENNING AND LEE BOOTH, *; the said* NETTIE LOU DENNING AND ELVA BOOTH, *acknowledged the execution of the said instrument to have been done by* THEM *freely, voluntarily, and understandingly, without compulsion or constraint from* THEIR *said husband S. and for the purposes therein expressed.*

Witness my hand and official seal, at NASHVILLE, *Tennessee, this* 16 *day of* SEPT. 1919.

CAROLINE G. KIMBROUGH, (SEAL)
Notary Public.

U. S. REV. STAMP $2.50

RECEIVED 29TH DAY OF SEPT. A. D. 1919 AT 3-20 P. M.