BRANSFORD REALTY COMPANY TO MATTIE MAI BURTON,

FOR AND IN CONSIDERATION of the sum of—FORTY EIGHT HUNDRED AND FIFTY ONE & 00/100, ($ 4851.00) DOLLARS, PAID AND TO BE PAID, BY MRS MATTIE MAI BURTON AND HUSBAND T. W. BURTON, AS FOLLOWS. ONE AND 00/100(1.00) DOLLARS PAID IN CASH, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, AND FOR THE REMAINDER THE SAID MARTIE MAE BURTON , AND HUSBAND T. W. BURTON HAVE EXECUTED AND DELIVERED THEIR JOINT ~~4~~ PROMISSORY NOTE OF EVEN DATE, HEREWITH, IN THE SUM OF $2450.00) PAYABLE TO THE ORDER OF THE BRANSFORD REALTY COMPANY, AND FALLING DUE FIVE YEARS FATER DATE, AND BEARING INTEREST FROM THE DATE AT THE RATE OF SIX PER CENT PER ANNUM PAYABLE SEMIANNUALLY, AND HAVE ALSO EXECUTED AND DELIVERED THEIR 60 JOINT PROMISSORY NOTES OF EVEN DATE HEREWITH, PAYABLE TO THE ORDER, OF THE BRANSFORD REALTY COMPANY THE FIRST OF THE SAID NOTES, BEING FOR THE SUM OF $42.00 AND EACH SUCCEEDING NOTE RESPECTIVELY THEREAFTER BEING FOR AN AMOUNT 15 CENTS, LESS THAN THE PRECEDING NOTE, AND THE FIRST OF THE SAID NOTES, FALLING DUE, OCTOBER 1, 1920 AND THE OTHERS MONTHLY RESPECTIVELY THEREAFTER, UNTIL ALL MATURE, AND NONE OF THE SAID SERIES OF 60 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 THE AFORESAID NOTES, IN THE SUM OF $2450.00 AND INTEREST SHALL BE AND IS A PARTICULAR LIEN ON THE PROPERTY HEREIN AFTER DESCRIBED AND SAID LIEN THEREFORE SHALL SHALL BE AND IS A SUPERIOR IN ALL RESPECTS, TO THE LEIN RETAINED TO SECURE THE PAYMENT OF THE SAID SERIES OF 60 NOTES, AND IN CASE OF A SALE OF THE PROPERTY, HEREINAFTER DESCRIBED BY FORECLOSURE PROCEEDINGS IN ACCORDANCE WITH THE POWER OF SALE HEREIN AFTER RESERVED AND OTHERWISE, ANY PROCEEDS OF SUCH SALE OR SALES, PROPERLY APPLICABLE TO THE EXTINGUISHMENT OF THE DEBTS SECURED BY VENDORS LIEN RETAINED IN THIS DEED SHALL BE FIRST APPLIED TO PAY THE SAID [illegible] NOTE, AND ALL INTEREST THEN DUE, THEREON, AND CHARGES BEFORE ANY PART OF THE SUCH PROCEEDS OF SAID SALE, SHALL BE APPLIED ON THE PRINCIPAL OF SAID NOTES, HEREIN DESCRIBED SAID NOTES BEING ADDITIONALLY SECURED BY DEED OF TRUST OF EVEN DATE HEREWITH, TO [illegible] TR. ON LOT NO [illegible] IN THE RICHLAND REALTY COMPANY'S PLAN, AND FOR FURTHER CONSIDERATION AND AS A PART OF THE CONSIDERATION HEREOF THE PARTIES HAVE BARGAINED AND SOLD AND BY THESE PRESENTS DO BARGAIN AND SELL, CONVEY AND CONFIRM UNTO THE SAID MRS MATTIE MAI BURTON AND HUSBAND T. W. BURTON, AND THEIR HEIRS AND ASSIGNS, A CERTAIN LOT OR PARCEL OF LAND, SITUATED IN DAVIDSON COUNTY, TENNESSEE, AND BEING A PART OF THE RICHLAND REALTY COMPANY'S PLAN AS OF RECORD IN BOOK 421, PAGE 31, OF THE REGISTER'S OFFICE OF DAVIDSON COUNTY TENNESSEE, AND BEING LOT NO 470 AS SHOWN ON SAID PLAN, AND BEING MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS, TO WIT: BEGINNING AT A POINT IN THE SOUTH SIDE OF [illegible] SIXTY FEET IN THE SOUTH SIDE OF [illegible] AND AT THE NORTHEAST CORNER OF LOT NO 469 AS SHOWN ON SAID PLAN; THENCE WITH THE SOUTH SIDE OF [illegible] EASTWARDLY ONE HUNDRED AND FIFTY LINES 177 FEET MORE OR LESS ON ITS, [illegible] CORNER OF LOT NO 471 AS SHOWN ON SAID PLAN; THENCE WITH THE LINE OF SAID LOT NO 471 SOUTHWARDLY ONE HUNDRED AND FIFTY FEET MORE OR LESS TO AN ALLEY IN THE REAR OF LOTS NOS 470 AND 471 AS SHOWN ON SAID PLAN; THENCE WITH THE NORTH MARGIN OF SAID ALLEY WESTWARDLY ONE HUNDRED AND SEVENTY SEVEN FEET MORE OR LESS TO AN ALLEY - BEING THE SAME PROPERTY CONVEYED TO THE RICHLAND REALTY COMPANY BY [illegible] AND WIFE, [illegible] IN BOOK [illegible] PAGE [illegible] OF REGISTER'S OFFICE OF DAVIDSON COUNTY TENNESSEE, TO WHICH REFERENCE IS HEREBY MADE FOR A MORE PERFECT DESCRIPTION OF SAID LOT, AND BEING THE SAME PROPERTY CONVEYED TO THE GRANTORS HEREIN BY DEED OF EVEN DATE HEREWITH FROM THE RICHLAND REALTY COMPANY, OF RECORD IN BOOK [illegible] PAGE [illegible] REGISTER'S OFFICE OF DAVIDSON COUNTY TENNESSEE, TO WHICH REFERENCE IS HEREBY MADE FOR A MORE PERFECT DESCRIPTION OF SAID LOT.

To have and to hold the said property, with all the appurtenances thereunto belonging, to the said MRS MATTIE MAI BURTON HER, heirs and assigns, forever.

And the said BRANSFORD REALTY COMPANY covenants with the said MATTIE MAI BURTON, *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 MATTIE MAI BURTON, HER, *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.: MRS MATTIE MAI BURTON, AND HUSBAND T.W.BURTON,

It is expressly agreed by and between the said 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 shall thereupon become due.

The said MATTIE MAI BURTON, AND HUSBAND T.W.BURTON,

agree to keep the improvements on said property hereinbefore conveyed insured in some reliable insurance company or companies selected and approved by the BRANSFORD REALTY COMPANY to the amount of FOUR THOUSAND, & 00/100 DOLLARS

and to make said insurance and all additional insurance payable to the said BRANSFORD REALTY COMPANY, and deliver same to said Company to be held by it as collateral security to said notes, and to keep said property in good repair, and to pay all taxes when due; and the said MATTIE MAI BURTON AND HUSBAND T.W.BURTON,

further agree that if THEY *fail to keep the said property insured or in good repair, 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 make necessary repairs, 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* MATTIE MAI BURTON AND HUSBAND *shall fail to repay any insurance premium or taxes or repairs 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.*

OFFICE, FOR DAVIDSON COUNTY TENNESSEE, AND SAID LOT NO 470 IS CONVEYED TO THE SAID MRS MATTIE MAI BURTON SUBJECT TO THE SAME CONDITIONS LIMITATIONS, AND RESTRICTIONS REGARDING THE SAID LOT AS ARE SET OUT IN THE DEED FROM THE RICHLAND REALTY COMPANY TO WILLIAM E LIDDLE AND WIFE RECORDED IN BOOK 499, PAGE 252, OF THE REGISTER'S OFFICE, FOR DAVIDSON COUNTY TENNESSEE.

Note has 1/20 & 1/2 int. in this land

The entire debt secured herein having been paid in full I release the lien on the within described property. Witness my hand this 1st day of Dec. 1920. Richland Realty Company

Prod. rec. Richland Realty Company

The said MATTIE MAI BURTON, AND HUSBAND T.W.BURTON, *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, Tennessee, 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 the 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 MATTIE MAI BURTON, *or* HER *legal representatives.*

The said MATTIE MAI BURTON, & HUSBAND, T.W.BURTON, *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* MATTIE MAI BURTON, & HUSBAND, T. W. BURTON, *further agree that the purchaser may reenter 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 MATTIE MAI BURTON, AND HUSBAND, T. W. BURTON, *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* MATTIE MAI BURTON, AND HUSBAND, T.W.BURTON, 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* W. V. FLOWERS, *its Secretary, on this, the* SEVENTH, *day of* AUGUST, 1920.

(SEAL)—

BRANSFORD REALTY COMPANY.

By JOHNSON BRANSFORD, President.

Attest: W.V.FLOWERS, Secretary.

As evidence of THEIR *ratification and acceptance of* BURTON AND HUSBAND, T.W.BURTON *the foregoing terms and conditions,* MATTIE MAI *join herein and subscribe* THEIR *names hereto.*

This, 11TH *day of* AUGUST, *1920*

T.W.BURTON.

MATTIE MAI BURTON.

STATE OF TENNESSEE, COUNTY OF DAVIDSON.

Before me, MARTIN SETTLE, *a Notary Public in and for the State and County aforesaid, personally appeared* JOHNSON BRANSFORD, *and* W. V. FLOWERS, *with whom I am personally acquainted, and who, upon bath, 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* W. V. FLOWERS, *as Secretary.*

Witness my hand and official seal, at office, in Nashville, Tennessee, this the 26 *day of* AUGUST, *1920*

(SEAL) MARTIN SETTLE, *Notary Public.*

STATE OF TENNESSEE, COUNTY OF DAVIDSON.

Personally appeared before me, MARTIN SETTLE, *a Notary Public in and for said County and State, the within-named* MATTIE MAI BURTON AND HUSBAND, T. W. BURTON, *the bargainors with whom I am personally acquainted, and who acknowledged that* THEY *executed the foregoing instrument for the purposes therein contained.*

And MATTIE MAI BURTON, *wife of the said* T.W.BURTON, *having appeared before me privately and apart from* HER *husband, the said* T.W.BURTON, *the said* MATTIE MAI BURTON, *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* 25TH *day of* AUGUST, *1920*

(SEAL) MARTIN SETTLE, *Notary Public.*

USREV STAMPS. $5.00

(REC'D 2 SEPTEMNER, 11,13 O'CLOCK A.M