FOR AND IN CONSIDERATION of the sum of EIGHTY-SIX THOUSAND AND FIFTY [illegible] DOLLARS, PAID AND TO BE PAID BY HATTIE E. PHILLIPS AND DR. GRADY L. PHILLIPS, AS [illegible] EIGHT HUNDRED & 00/100 ($800.00) DOLLARS PAID IN CASH, THE RECEIPT OF WHICH IS HEREBY AC-KNOWLEDGED, AND FOR THE REMAINDER THE SAID HATTIE E. PHILLIPS AND GRADY L. PHILLIPS ASSUME AND AGREE TO PAY A NOTE IN THE SUM OF FOUR THOUSAND & 00/100 ($4,000.00) DOLLARS, TOGETHER WITH INTEREST ON SAME FROM THIS DATE, EXECUTED BY MRS. ELIZABETH M. WADE ON AUGUST 3, 1922, AND FALL-ING DUE THREE YEARS AFTER DATE, AND BEARING INTEREST FROM DATE AT THE RATE OF SIX PER CENT PER ANNUM, PAYABLE SEMI-ANNUALLY, SAID NOTE BEING SECURED BY DEED OF TRUST TO EUGENE PHILLIPS, TRUSTEE, RECORDED IN BOOK 591, PAGE 225 OF THE REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE, AND FOR THE REMAINDER THE SAID HATTIE E. PHILLIPS AND GRADY L. PHILLIPS HAVE EXECUTED AND DE-LIVERED THEIR 77 PROMISSORY NOTES OF EVEN DATE HEREWITH, PAYABLE TO THE ORDER OF S. H. AUSMUS, THE FIRST OF SAID NOTES BEING FOR THE SUM OF $69.25 AND EACH SUCCEEDING NOTE RESPECTIVELY THERE-AFTER BEING FOR AN AMOUNT 25 CENTS LESS THAN THE PRECEDING NOTE, AND THE FIRST OF SAID NOTES FALLING DUE JULY 20, 1923 AND THE OTHERS MONTHLY RESPECTIVELY THEREAFTER UNTIL ALL MATURE, AND NONE OF SAID SERIES OF 77 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, WE, S. H. AUSMUS AND WIFE ELLA AUSMUS, HAVE BARGAINED AND SOLD, AND BY THESE PRESENTS DO TRANSFER AND CONVEY UNTO THE SAID HATTIE E. PHILLIPS, TO HER SOLE AND SEPARATE USE AND ESTATE, FREE FROM THE DEBTS, CONTRACTS AND LIABIL-ITIES OF HER PRESENT OR ANY FUTURE HUSBAND, WITH FULL POWER TO BIND, MORTGAGE, SELL, CONVEY, AND CONTRACT IN REGARD THERETO, THE SAME AS IF SHE WERE A FEME SOLE, AND TO HER HEIRS AND ASSIGNS, A CERTAIN LOT OR PARCEL OF LAND IN DAVIDSON COUNTY, TENNESSEE AS FOLLOWS:----------

BEING THE SOUTHWESTERLY SEVENTY-FIVE FEET OF LOT NUMBERED "ONE HUNDRED AND FORTY-NINE" (149) IN THE KENNER-MANOR LAND COMPANY'S SECOND SUBDIVISION OF THE KENNER TRACT, WHICH IS RE-CORDED IN PLAN BOOK 421, PAGE 100 OF THE REGISTER'S OFFICE FOR SAID COUNTY. SAID PART OF SAID LOT NO. 149 FRONTS 75 FEET ON THE SOUTHWESTERLY SIDE OF WOODMONT AVENUE AND EXTENDS BACK SOUTH-WARDLY BETWEEN PARALLEL LINES 501 FEET, MORE OR LESS, ON THE WESTERLY LINE AND 914 FEET, MORE OR LESS, ON THE EASTERLY LINE TO A RESERVED STRIP OF GROUND, AND BEING THE SAME PROPERTY CON-VEYED TO S. H. AUSMUS BY DEED FROM MRS. ELIZABETH M. WADE, RECORDED IN BOOK----, PAGE---, 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 HATTIE E. PHILLIPS HER HEIRS AND ASSIGNS, *forever.*

And the said S. H. AUSMUS AND WIFE ELLA AUSMUS *covenant with the said* HATTIE E. PHILLIPS THAT THEY ARE *that is to 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 THE $4000.00 NOTE ABOVE MENTIONED, AND BY TAXES FOR THE YEAR 1923, ½ OF WHICH TAXES THE PURCHASER ASSUMES AND AGREES TO PAY.

S.H.AUSMUS AND WIFE ELLA AUSMUS DO THEMSELVES, THEIR HEIRS AND ASSIGNS

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 HATTIE E. PHILLIPS, 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.:

It is expressly agreed by and between the said HATTIE E.PHILLIPS AND GRADY L.PHILLIPS *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 HATTIE E.PHILLIPS AND GRADY L.PHILLIPS *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 for the amount of* S. H. AUSMUS TO THE AMOUNT OF ------SEVEN THOUSAND & 00/100 ($7000.00)------ *DOLLARS, and to make said insurance and all additional insurance payable to the said Bransford Realty Company and deliver same to said* S. H. AUSMUS *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* HATTIE E. PHILLIPS *further agree — that if* SHE *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* HATTIE E. PHILLIPS *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 expiratio nof such time.*

S. H. AUSMUS

The entire debt secured herein has been paid to the lawful owner and holder of the notes secured hereby and the lien on the property conveyed is released. This [illegible] payment of said debt. [illegible]

S.H.Ausmus

[illegible] Deputy Reg.

HATTIE E. PHILLIPS AND GRADY L. PHILLIPS S. H. AUSMUS

...note shall become due upon any contingency hereinbefore stated, the said Bransford Realty Company, as 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 right 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 HATTIE E. PHILLIPS *or* HER *legal representatives.*

The said HATTIE E. PHILLIPS *further agrees 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* HATTIE E. PHILLIPS *further agrees 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 HATTIE E. PHILLIPS *does further agree for* HERSELF, HER *heirs and assigns that whenever* SHE *or* HER *heirs or assigns shall request the said Bransford Realty Company 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* HATTIE E. PHILLIPS, HER S.H.AUSMUS HIS HEIRS *heirs or assigns, shall pay in advance to the said Bransford Realty Company, its successors or assigns, or the holder of said* S.H.AUSMUS HIS HEIRS *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 its President, and its corporate seal to be affixed by its Secretary, on this, the day of

WITNESS OUR HANDS, THIS, THE 15TH DAY OF JUNE 1923.

S. H. AUSMUS

MRS. ELLA AUSMUS

BRANSFORD REALTY COMPANY.

(Seal) By ..... President.

Attest: ..... Secretary.

As evidence of THEIR *ratification and acceptance of the foregoing terms and conditions* HATTIE E.PHILLIPS AND HUSBAND D.M.PHILLIPS, AND GRADY L.PHILLIPS ----- *join herein and subscribe* THEIR *names hereto.*

This, 15TH *day of* JUNE *192* 3.

HATTIE E. PHILLIPS

D. M. PHILLIPS GRADY L. PHILLIPS

STATE OF TENNESSEE, COUNTY OF DAVIDSON.

Before me, THOS. J. WRIGHT, *a Notary Public in and for the State and County aforesaid, personally appeared and 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 as President, and attesting its corporate seal thereto, and attesting same by said as Secretary.*

Witness my hand and official seal, at office, in Nashville, Tennessee, this the ... day of ... 192

[SEAL] .....

Notary Public.

STATE OF TENNESSEE, COUNTY OF DAVIDSON.

Personally appeared before me, THOS. J. WRIGHT, *a Notary Public in and for said County and State, the within-named* HATTIE E.PHILLIPS AND HUSBAND D.M.PHILLIPS, AND GRADY L.PHILLIPS, *the bargainor..., with whom I am personally acquainted, and who acknowledged that* THEY *executed the foregoing instrument for the purposes therein contained.*

And HATTIE E. PHILLIPS, *wife of the said* D. M. PHILLIPS, *having appeared before me privately and apart from* HER *husband..., the said* D. M. PHILLIPS, *the said* HATTIE E. PHILLIPS *acknowledge 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* 15TH *day of* JUNE, *192* 3.

[SEAL] THOS. J. WRIGHT

Notary Public.

Recorded April 9, 1925 at 3:42 P.M.

STATE OF TENNESSEE, COUNTY OF DAVIDSON, PERSONALLY APPEARED BEFORE ME, THOS. J. WRIGHT, A NOTARY PUBLIC, IN AND FOR SAID COUNTY AND STATE, THE WITHIN NAMED, S. H. AUSMUS, AND WIFE, ELLA AUSMUS, THE BARGAINORS, WITH WHOM I AM PERSONALLY ACQUAINTED, AND WHO ACKNOWLEDGED THAT THEY EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED, AND ELLA AUSMUS, WIFE OF THE SAID S. H. AUSMUS, HAVING APPEARED BEFORE ME PRIVATELY AND APART FROM HER HUSBAND THE SAID S. H. AUSMUS, THE SAID ELLA AUSMUS 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 20TH, DAY OF APR., 1925. (SEAL) THOS. J. WRIGHT, NOTARY PUBLIC.