NUMBER 90348 RECORDED JULY 24,1926, BRANSFORD REALTY CO TO THELMA M.GILBERT

*FOR AND IN CONSIDERATION of the sum of* SIXTY SEVEN HUNDRED FIFTY AND 00/100 ($6750.00) DOLLARS PAID AND TO BE PAID BY J.P.GILBERT AND WIFE, THELMA M.GILBERT, AS FOLLOWS:

FIVE HUNDRED AND 00/100 ($500.00) DOLLARS,PAID IN CASH,THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED,AND FOR THE REMAINDER,THE SAID J.P.GILBERT AND WIFE, THELMA M.GILBERT ASSUME AND AGREE TO PAY A NOTE IN THE SUM OF $4000.00,TOGETHER WITH INTEREST ON THE SAME FROM DATE HEREOF, SAID NOTE BEING EXECUTED BY R.O. WILSON AND WIFE, EULA WILSON,DATED JUNE 3,1922,PAYABLE TO THE ORDER OF BRANSFORD REALTY COMPANY,FALLING DUE ON OR BEFORE JULY 1,1927,THE DATE OF MATURITY OF WHICH HAS BEEN EXTENDED TO JULY 1,1931,SAID NOTE BEARING INTEREST FROM DATE AT THE RATE OF SIX (6) PERCENT PER ANNUM, PAYABLE SEMI-ANNUALLY,ANDBEING MORE FULLY DESCRIBED IN AND SECURED BY DEED OF TRUST FROM R.O. WILSON AND WIFE, EULA WILSON TO BRANSFORD STONE,TRUSTEE,OF RECORD IN BOOK 591, PAGE 129 , OF THE REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE,AND FOR THE BALANCE,THE SAID J.P. GILBERT AND WIFE, THELMA M.GILBERT, HAVE EXECUTED AND DELIVERED THEIR FIFTY-NINE (59) JOINT AND SEVERAL LIEN PROMISSORY NOTES, OF EVEN DATE HEREWITH, PAYABLE TO THE ORDER OF BRANSFORD REALTY COMPANY,THE FIRST ONE OF SAID NOTES BEING FOR THE SUM OF $49.25 AND EACH SUCCEEDING NOTE RESPECTIVELY THEREAFTER BEING FOR AN AMOUNT 10 CENTS LESS THAN THE PRECEDING NOTE, EXCEPT THE LAST ONE, WHICH IS FOR THE SUM OF $46.23,-THE FIRST ONE OF SAID NOTES FALLING DUE JULY 1,1926, AND THE OTHERS MONTHLY RESPECTIVELY THEREAFTER UNTIL ALL MATURE,AND NONE OF SAID SERIES OF 59 NOTES BEARING INTEREST,EXCEPT AFTER MATURITY,AS THE INTEREST HAS BEEN COMPUTED AND ADDED INTO THE FACT OF EACH NOTE,-

AND,FOR OTHER CONSIDERATIONS HEREINAFTER SET OUT,BRANSFORD REALTY COMPANY,A CURPORATI N ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF TENNESSEE,HAS BARGAINED AND SOLD,AND BY THESE PRESENTS DOES HEREBY TRANSFER AND CONVEY UNTO THE SAID THELMA M.GILBERT, TO HER SOLE AND SEPARATE USE AND ESTATE,FREE FROM THE DEBTS, CONTRACTS AND LIABILITIES 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, DESCRIBED AS FOLLOWS:

BEING LOT NUMBERED "THREE HUNDRED EIGHTY-SIX (386) IN THE RICHLAND REALTY COMPANY'S DIVISION "C" THE PLAN OF WHICH IS OF RECORD IN BOOK 421, PAGE 31, OF THE REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE.SAID LOT NO.386 FRONTS SIXTY (60) FEET ON THE NORTH SIDE OF PRINCETON AVENUE, AND EXTENDS BACK IN A NORTHERLY DIRECTION BETWEEN PARALLEL LINES,200 FEET, MORE OR LESS,TO AN ALLEY,-BEING THE SAME PROPERTY CONVEYED TO BRANSFORD REALTY COMPANY BY DEED FROM R.O.WILSON AND WIFE, EULA WILSON,OF RECORD IN BOOK 712, PAGE 450 , OF THE REGISTER'S OFFICE FOR DAVIDSON COUNTY,TENNESSEE,-

SAID LOT IS CONVEYED TO THE SAID THELMA M.GILBERT SUBJECT TO THE CONDITIONS,LIMITATIONS AND RESTRICTIONS REGARDING SAID LOT,AS ARE SET OUT IN DEED FROM RICHLAND REALTY COMPANY TO W.R. TATE, OF RECORD IN BOOK 431,PAGE 212, OF THE REGISTER'S OFFICE FOR DAVIDSON COUNTY,TENNESSEE,- EXCEPT THAT NO RESIDENCE OR DWELLING HOUSE SHALL BE ERECTED OR MAINTAINED ON SAID LOT COSTING LESS THAN $2500.00,AND SAID CONDITIONS,LIMITATIONS AND RESTRICTIONS ARE HEREBY MADE A PART OR THE CONSIDERATION OF THIS CONVEYANCE AS FULLY AS IF INCORPORATED HEREIN,AND REFERENDE IS MADE TO SAID DEED FOR ITS CONTENTS IN FULL,-

*TO HAVE AND TO HOLD the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging, to the said* THELMA M.GILBERT, HER *heirs and assigns, forever.*

*And the said* BRANSFORD REALTY COMPANY *covenants with the said* THELMA M.GILBERT,- *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 unencumbered,* EXCEPT BY THE ABOVE MENTIONED NOTE FOR $4000.00, WHICH THE PURCHASER HEREBY ASSUMES AND AGREES TO PAY, AND BY THE TAXES FOR THE YEAR 1926, ONE-HALF OF WHICH THE PURCHASER ASSUMES AND AGREE 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* THELMA M.GILBERT,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* J .P.GILBERT AND WIFE, THELMA M.GILBERT, *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* J.P.GILBERT AND WIFE, THELMA M.GILBERT, *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* FIVE THOUSAND *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* J.P.GILBERT AND WIFE, THELMA M.GILBERT, *futher 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* J.P.GILBERT AND WIFE,THELMA M.GILBERT *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.*



*The said* J.P.GILBERT AND WIFE, THELMA M.GILBERT *further agree - that at 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* ~~X~~ J.P.GILBERT & WIFE, THELMA M.GILBERT, *or* THEIR *legal representatives.*

*The said* J.P.GILBERT AND WIFE, THELMA M.GILBERT, *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 hereinbefore 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.P.GILBERT & WIFE, THELMA M.GILBERT, *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* J.P.GILBERT AND WIFE, THELMA M.GILBERT *does further agree for* THEMSELVES, *heirs and assigns that whenever* THEIR *or 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 wherever 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* J.P.GILBERT AND WIFE, THELMA M.GILBERT, 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 releases 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* D.E. JACKSON, *its* ~~XXXX~~ *- Secretary, on this, the* 27TH *day of* MAY *192* 6.

BRANSFORD REALTY COMPANY.

[SEAL] By JOHNSON BRANSFORD *President.*

Attest: D.E. JACKSON *Secretary.*

*As evidence of* OUR *ratification and acceptance of the foregoing terms and conditions* J.P.GILBERT & WIFE, THELMA M.GILBERT *join herein and subscribe* OUR *name - hereto. This* 27TH *day of* MAY 192 6.

J.P.GILBERT

THELMA M.GILBERT

*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* D.E. JACKSON *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* D.E. JACKSON *as Secretary.*

*Witness my hand and official seal, at office, in Nashville, Tennessee, this the* 17TH *day of* JUNE *192* 6.

[SEAL] MARTIN SETTLE *Notary Public.*

COM.EXPIRES JAN 5,1929.

*STATE OF TENNESSEE, COUNTY OF DAVIDSON.*

*Personally appeared before me,* F.R. MCLEAN *, a Notary Public in and for said County and State, the within-named* J.P.GILBERT AND WIFE, THELMA M.GILBERT, *the bargainor S., with whom I am personally acquainted, and who acknowledged that* THEY *executed the foregoing instrument for the purposes therein contained.*

*And* THELMA M.GILBERT WIFE ~~XXX~~ *of the said* J.P.GILBERT, *having appeared before me privately and apart from* HER *husband, the said* J.P.GILBERT, *the said* THELMA M.GILBERT *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* 17TH *day of* JUNE, 1926. ~~XXX~~

[SEAL] F.R. MCLEAN *Notary Public.*

COM.EXPIRES 10-1-1927.

REC'D JUNE 18,1926 AT 10:23 A.M.