FOR AND IN CONSIDERATION of the sum of SIXTY TWO HUNDRED FIFTY AND 00/100, ($6250.00),DOLLARS PAID AND TO BE PAID BY D.B.WIGHT,AND WIFE,ELIZABETH T.HIGHT, AS FOLLOWS::TWENTY SEVEN HUNDRED FIFTY AND 00/100,($2750.00),DOLLARS,PAID IN CASH OR ITS EQUIVALENT,THE RECEIPT AND VALUE OF WHICH IS HEREBY ACKNOWLEDGED,AND FOR THE REMAINDER,NAMELY,$3500.00,THE SAID D.B.HIGHT AND WIFE,ELIZABETH T.HIGHT,HAVE EXECUTED AND DELIVERED THEIR 70 JOINT AND SEVERAL LIEN PROMISSORY NOTES,OF EVEN DATE HEREWITH,ALL IN THE SUM OF $50.00,EACH,PAYABLE TO THE ORDER OF BRANSFORD REALTY COMPANY,FIRST ONE OF SAID NOTES FALLING DUE FEBRUARY,8, 1928,AND THE OTHERS MONTHLY RESPECTIVELY THEREAFTER UNTIL ALL MATURE,AND ALL OF SAID NOTES,BEARING INTEREST FROM THEIR DATE AT THE RATE OF 6% PER ANNUM.,A LIEN IS HEREBY EXPRESSLY RETAINED ON THE PROPERTY HEREIN CONVEYED TO SECURE THE PAYMENT OF ALL OF SAID NOTES AND INTEREST THEREON,--AND,FOR OTHER GOOD AND VALUABLE CONSIDERATIONS HEREINAFTER SET OUT,,BRANSFORD REALTY COMPANY,A CORPORATION ORGANIZED AND EXISTING UNDER THELAWS OF THE STATE OF TENNESSEE,HAS BARGAINED AND SOLD,AND BY THESE PRESENTS DOES HEREBY TRANSFER AND CONVEY UNTO THE SAID D.B.HIGHT,AND WIFE,ELIZABETH T.HIGHT,AND TO THEIR HEIRS AND ASSIGNS,A CERTAIN LOT OR PARCEL OF LAND IN DAVIDSON COUNTY,TENNESSEE,DESCRIBED AS FOLLOWS BEING THE WEST ONE-HALF OF LOT NUMBERED ONE HUNDRED SIXTY(160)ON THE BELMONT LAND COMPANYS PLAN,RECORDED IN BOOK,421,PAGE,34,,OF THE REGISTERS OFFICE FOR DAVIDSON COUNTY,TENNESSEE. SAID PART OF SAID LOT NO,160 FRONTS 50 FEET ON THE NORTH SIDE OF LINDEN AVENUE,AND RUNS BACK BETWEEN PARALLEL LINES WITH THE EAST MARGIN OF GREENWOOD AVENUE,175 FEET TO AN ALLEY,,AND IS THE SAME PROPERTY CONVEYED TO BRANSFORD REALTY COMPANY BY DEED FROM MARTHA C.BROWN AND HUSBAND,C.A.BROWN,RECORDED IN BOOK,702,PAGE,245,OF THE REGISTERS OFFICE FOR DAVIDSON COUNTY,TENNESSEE,--SAID PART OF SAID LOT NO,160 IS CONVEYED TO THE SAID D.B.HIGHT,AND WIFE,ELIZABETH T.HIGHT,,SUBJECT TO THE SAME CONDITIONS,AND RESTRICTIONS REGARDING SAID LOT,AS ARE SET FORTH IN DEED TO ED.HARVEY FROM BELMONT REALTY COMPANY,ET ALS,,RECORDED IN BOOK,445,PAGE,435,OF THE REGISTERS 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 D.B.HIGHT AND WIFE,,ELIZABETH T.HIGHT, THEIR, heirs and assigns, forever.

And the said BRANSFORD REALTY COMPANY *covenants with the said* D.B.HIGHT AND WIFE,,ELIZABETH T.HIGHT, *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.*

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* D.B.HIGHT AND WIFE,ELIZABETH T.HIGHT,,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 D.B.HIGHT AND WIFE,ELIZABETH T.HIGHT, *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.* -3-

The said D.B.HIGHT AND WIFE,ELIZABETH T.HIGHT,, *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,,($4000.00) *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* D.B.HIGHT AND WIFE,ELIZABETH T.HIGHT,,, *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* D.B.HIGHT AND WIFE,ELIZABETH T.WIGHT, *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 D.B.HIGHT AND WIFE,ELIZABETH T.HIGHT,, *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 D.B.HIGHT & WIFE,,ELIZABETH T.HIGHT,, *or* THEIR, *legal representatives.*

The said D.B.HIGHT AND WIFE,,ELIZABETH T.HIGHT,, *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* D.B.HIGHT AND WIFE,, *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 D.B.HIGHT AND WIFE,ELIZABETH T.HIGHT,, *does 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* D.B.HIGHT AND WIFE,ELIZABETH T.HIGHT,,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 Secretary, on this, the* 30TH, *day of* DECEMBER,, 192 7..

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 herein and subscribed* OUR, *name* S *hereto. This* 30TH, *day of* DECEMBER, 192 7..

ELIZABETH T.HIGHT,, D.B.HIGHT..

ELIZABETH T.HIGHT..

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 4TH,, *day of* JANUARY, 192 8..

MY COMMISSION EXPIRES JANUARY,5, 1929. [SEAL] MARTIN SETTLE,
Notary Public.

STATE OF TENNESSEE, COUNTY OF DAVIDSON.

Personally appeared before me, JOHN E.SHELTON, *a Notary Public in and for said County and State, the within-named* D.B.HIGHT AND WIFE,ELIZABETH T.HIGHT, *the bargainor*S, *with whom I am personally acquainted, and who acknowledged that* THEY, *executed the foregoing instrument for the purposes therein contained.*

And ELIZABETH T.HIGHT, *wife of the said* D.B.HIGHT,, *having appeared before me privately and apart from* HER, *husband,* D.B.HIGHT,, *the said* ELIZABETH T.HIGHT,, *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* 3RD, *day of* JANUARY, 192 8..

[SEAL] JOHN E.SHELTON,,
Notary Public.

MY COMMISSION EXPIRES,, MAY,,23RD,,,1931..

RECD.. JAN,20,1928 AT 1:29 P.M.