NUMBER,,,24925....BRANSFORD REALTY CO, TO WILLIS CHILDRESS,ET UX RECORDED FEB,

FOR AND IN CONSIDERATION of the sum of FIFTEEN HUNDRED AND 00/100,($1500.00),DOLLARS,PAID AND TO BE PAID BY WILLIS CHILDRESS AND WIFE,HATTIE CHILDRESS,,AS FOLLOWS;ONE HUNDRED AND 00/100, ($100.00),DOLLARS CASH IN HAND PAID,THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED,AND FOR THE REMAINDER,THE SAID WILLIS CHILDRESS AND WIFE,HATTIE CHILDRESS,HAVE EXECUTED AND DELIVERED THEIR 61 JOINT AND SEVERAL LIEN PROMISSORY NOTES,OF EVEN DATE HEREWITH, PAYABLE TO THE ORDER OF BRANSFORD REALTY COMPANY,FIRST ONE OF SAID NOTES BEING FOR THE SUM OF $21.00,AND EACH SUCCEEDING NOTE RESPECTIVELY THEREAFTER BEING FOR AN AMOUNT 7 CENTS LESS THAN THE PRECEDING NOTE,EXCEPT THE LAST ONE,OR 61ST,NOTE,WHICH IS FOR THE SUM OF $562.80,FIRST ONE OF SAID NOTES FALLING DUE MARCH,,28,1928,AND THE OTHERS MONTHLY RESPECTIVELY THEREAFTER UNTIL ALL MATURE,AND NONE OF SAID SERIES OF 61 NOTES BEARING INTEREST EXCEPT AFTER MATURITY,AS THE INTEREST HAS BEEN 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 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 THE LAWS OF THE STATE OF TENNESSEE,HAS BARGAINED AND SOLD AND BY THESE PRESENTS DOES HEREBY TRANSFER AND CONVEY UNTO THE SAID WILLIS CHILDRESS AND WIFE,HATTIE CHILDRESS,AND TO THEIR HEIRS AND ASSIGNS,A CERTAIN LOT OR PARCEL OF LAND IN DAVIDSON COUNTY,TENNESSEE,DESCRIBED AS FOLLOWS:-BEING THE SOUTHERLY 23 FEET OF LOT NUMBERED "TWENTY-NINE", IN DR...B.W.HALLS,ADDITION TO NASHVILLE,TENNESSEE,THE PLAN OF WHICH IS OF RECORD IN BOOK,17,PAGE,261,OF THE REGISTERS OFFICE FOR DAVIDSON COUNTY,TENNESSEE. SAID PART OF SAID LOT NO,29,FRONTS TWENTY-THREE(23)FEET ON THE EAST SIDE OF ELEVENTH AVENUE, NORTH,OR CUMBERLAND STREET,AND EXTENDS BACK EASTERLY BETWEEN PARALLEL LINES,152 FEET 9 INCHES,TO AN ALLEY,AND IS A PART OF THE SAME PROPERTY CONVEYED TO BRANSFORD REALTY COMPANY, BY DEED FROM A.J.TURNER ,ET UX,OF RECORD IN BOOK,752,PAGE,460,OF THE REGISTERS OFFICE FOR DAVIDSON COUNTY,TENNESSEE.

I declare that I am the true and lawful holder of the claim secured by the instrument within recorded, and that I have this day discharged the same in full. This ... day of ..., 1928.
Attest: ... REGISTER
By ...

TO HAVE AND TO HOLD the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging, to the said WILLIS CHILDRESS AND WIFE,HATTIE CHILDRESS,THEIR, *heirs and assigns forever.*

And the said BRANSFORD REALTY COMPANY *covenants with the said* WILLIS CHILDRESS AND WIFE,HATTIE CHILDRESS *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*
EXCEPT BY TAXES FOR THE YEAR 1928,WHICH THE PURCHASERS HEREBY ASSUME 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* WILLIS CHILDRESS AND WIFE,HATTIE CHILDRESS,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 WILLIS CHILDRESS AND WIFE,HATTIE CHILDRESS, *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 WILLIS CHILDRESS AND WIFE,HATTIE CHILDRESS, *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* ONE THOUSAND, AND 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* WILLIS CHILDRESS AND WIFE,HATTIE CHILDRESS, *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 hereby reserved, and shall bear interest from the date of payment. If the said* WILLIS CHILDRESS AND WIFE, HATTIE CHILDRESS, *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 WILLIS CHILDRESS AND WIFE,HATTIE CHILDRESS,,, *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 all 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 WILLIS CHILDRESS AND WIFE,HATTIE CHILDRESS, *or* THEIR, *legal representatives.*

The said WILLIS CHILDRESS AND WIFE,HATTIE CHILDRESS, *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* WILLIS CHILDRESS 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 WILLIS CHILDRESS AND WIFE,HATTIE CHILDRESS, *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* WILLIS CHILDRESS AND WIFE,HATTIE CHILDRESS,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* 4TH, *day of* FEBRUARY,, *1928.*

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* WE,,WILLIS CHILDRESS,& WIFE,HATTIE CHILDRESS,, *herein and subscribe* OUR, *name*S *hereto. This* 4TH, *day of* FEBRUARY, *1928.*

WILLIS CHILDRESS.,

HATTIE CHILDRESS.

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 RELATY 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 6TH, *day of* FEBRUARY, *1928.*

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

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* WILLIS CHILDRESS AND WIFE,HATTIE CHILDRESS,, *the bargainor*S, *with whom I am personally acquainted, and who acknowledged that* THEY, *executed the foregoing instrument for the purposes therein contained.*

And HATTIE CHILDRESS,, *wife, of the said* WILLIS CHILDRESS, *having appeared before me privately and apart from* HER, *husband,, the said* WILLIS CHILDRESS, *the said* HATTIE CHILDRESS,, *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* 6TH, *day of* FEBRUARY, *1928.*

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

MY COMMISSION EXPIRES,,10/12/31..

RECD..FEB,7,,1928 AT 11:02 A.M.