NUMBER 40700 RECORDED FEB. 20 1929 BRANSFORD REALTY CO TO AEOLIAN E.LOCKERT ET UX

FOR AND IN CONSIDERATION of the sum of FOUR HUNDRED FIFTY AND 00/100 ($450.00) DOLLARS PAID AND TO BE PAID BY AEOLIAN E.LOCKERT AND WIFE OPHELIA E.LOCKERT AS FOLLOWS FIFTY & 00/100 ($50.00) DOLLARS PAID IN CASH, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED AND FOR THE REMAINDER THE SAID AEOLIAN E.LOCKERT AND WIFE OPHELIA E.LOCKERT HAVE EXECUTED AND DELIVERED THEIR FORTY LIEN PROMISSORY NOTES OF EVEN DATE HEREWITH PAYABLE TO THE ORDER OF BRANSFORD REALTY COMPANY; THE FIRST OF SAID NOTES BEING FOR THE SUM OF $12.00 AND EACH SUCCEEDING NOTE RESPECTIVELY THEREAFTER BEING FOR AN AMOUNT FIVE CENTS LESS THAN THE PRECEDING NOTE AND THE FIRST OF SAID NOTES FALLING DUE FEBRUARY 15,1929; AND THE OTHERS MONTHLY RESPECTIVELY THEREAFTER UNTIL ALL MATURE AND NONE OF SAID 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 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 TRANSFER AND CONVEY UNTO THE SAID AEOLIAN E.LOCKERT AND WIFE OPHELIA E.LOCKERT AND TO THEIR HEIRS AND ASSIGNS, A CERTAIN LOT OR PARCEL OF LAND IN DAVIDSON COUNTY,TENNESSEE,DESCRIBED AS FOLLOWS

BEING LOT NUMBERED NINETY FIVE (95) OF BLOCK NO 8 IN THE SUBDIVISION OF THE HEFFERNAN PLACE, A PLAN OF WHICH IS OF RECORD IN BOOK 161 PAGE, 139 OF THE REGISTERS OFFICE FOR DAVIDSON COUNTY,TENNESSEE, SAID LOT NO 95 FRONTS FIFTY FEET ON THE SOUTH SIDE OF ALAMEDA STREET AND RUNS BACK SOUTHERLY BETWEEN PARALLEL LINES, 140 FEET TO A FIFTEEN FOOT ALLEY AND BEING THE SAME PROPERTY CONVEYED TO BRANSFORD REALTY COMPANY BY DEED FROM HAYES BROWN AND WIFE RECORDED IN BOOK 735 PAGE,121 OF THE REGISTERS OFFICE FOR DAVIDSON COUNTY,TENNESSEE.,

The within deed received for registration this 7th day of Feby 1929 at 11:05 A.M. and duly registered in Book 1-S page 288 Register's Office for Davidson County, Tenn. Douglas Register By [illegible] D.R.

TO HAVE AND TO HOLD the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging, to the said AEOLIAN E.LOCKERT AND WIFE OPHELIA E.LOCKERT,THEIR heirs and assigns, forever.

And the said BRANSFORD REALTY COMPANY *covenants with the said* AEOLIAN E.LOCKERT AND WIFE OPHELIA E.LOCKERT, *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 TAXES FOR THE YEAR 1929 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*

AEOLIAN E.LOCKERT AND WIFE OPHELIA E.LOCKER,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 AEOLIAN E.LOCKERT AND WIFE OPHELIA E.LOCKERT., *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 AEOLIAN E.LOCKERT AND WIFE OPHELIA E.LOCKERT *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~~

~~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 AEOLIAN E.LOCKERT AND WIFE OPHELIA E.LOCKERT *further agree that if* THEY *fail to* ~~keep the said property insured as aforesaid 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 deed of trust executed and shall bear interest from the date of payment. If the said* AEOLIAN E.LOCKERT AND WIFE OPHELIA E.LOCKERT ~~insurance premium~~ or taxes ~~or expenses~~ 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 AEOLIAN E.LOCKERT AND WIFE OPHELIA E.LOCKERT., *further agree that said notes shall not be given any extension hereinbefore granted to the said* BRANSFORD REALTY COMPANY, *or the lawful holder of said notes, more than once before maturity, and after advertising once a week for four 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 granted 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 as follows:*

FIRST—To the payment of any taxes that may be due on the property;

SECOND—To the payment of all expenses incident to said sale, including a reasonable attorney's fee;

THIRD—To the satisfaction of the indebtedness secured by said notes, both principal and interest, without any preference of one note over another by reason of the greater maturity thereof, but ratably on the principal and interest due on said notes, and the balance, if any, to be paid to the holder of said notes, to be held subject to further orders of the Court;

AND LASTLY—Any balance shall be paid to the said AEOLIAN E.LOCKERT AND WIFE OPHELIA E.LOCKERT

THEIR

The said AEOLIAN E.LOCKERT AND WIFE OPHELIA E.LOCKERT., *further agree that the said* BRANSFORD REALTY COMPANY, *or the lawful holder of the said notes, may execute the power of sale herein contained in their own name, or jointly with the said* BRANSFORD REALTY COMPANY, *or the duly appointed agent of the said* BRANSFORD REALTY COMPANY, *and that the deed executed thereunder shall vest in the purchaser the same title as if executed by the said* BRANSFORD REALTY COMPANY, *and that the Clerk and Master of said Court shall be authorized, upon the application of the said purchaser, and the said* AEOLIAN E.LOCKERT AND OPHELIA E.LOCKERT *further agree that the purchaser may receive and take possession of the property on sale day, and that, in the event he refuses and fails to do so, the purchaser and any party in possession shall be treated as tenants at will.*

The said AEOLIAN E.LOCKERT AND WIFE OPHELIA E.LOCKERT DO *further agree* THEMSELVES *and covenant that* THEIR *heirs or assigns shall release the said* BRANSFORD REALTY COMPANY, *its successors or assigns, of the liability of the notes hereinbefore secured, to execute any partial release of the lien of said notes on the request of the holder of said notes less than the whole, or whenever said notes, or any number of them, are paid to the said* BRANSFORD REALTY COMPANY, *its successors or assigns, the holder of said notes, to make and execute a release of the said* AEOLIAN E.LOCKERT AND WIFE OPHELIA E.LOCKERT, THEIR *heirs or assigns, and to pay 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 charges whatsoever in connection with the execution of the release of the said lien.*

IN WITNESS WHEREOF, the said BRANSFORD REALTY COMPANY *has caused its corporate name to be hereunto subscribed by* ROBERT LUSK *its* VICE *President, and its corporate seal to be affixed by* D.E.JACKSON *its Secretary, on this the* 15TH *day of* JANUARY 192 9

BRANSFORD REALTY COMPANY.

[SEAL] By ROBERT LUSK VICE *President.*

Attest: D.E.JACKSON., *Secretary.*

As evidence of THEIR *ratification and acceptance of the foregoing deed and conveyance* AEOLIAN E.LOCKERT AND WIFE OPHELIA E.LOCKERT *name* THEIR *subscribed thereto.*

This 15TH *day of* JANUARY 192 9

AEOLIAN E.LOCKERT

OPHELIA E.LOCKERT

STATE OF TENNESSEE, COUNTY OF DAVIDSON.

Before me, F.R.MCLEAN *a Notary Public in and for the State and County aforesaid, personally appeared* ROBERT LUSK *and* D.E.JACKSON, *with whom I am personally acquainted, and who upon oath, acknowledged themselves to be the* VICE *President and Secretary, respectively, of the* BRANSFORD REALTY COMPANY, *one of the within named bargainors, a corporation, and that they, as such* VICE *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* ROBERT LUSK *as* VICE *President, and affixing its corporate seal thereto, and acknowledging same by said* D.E.JACKSON *as Secretary.*

Witness my hand and official seal, at office, in Nashville, Tennessee, this the 28TH *day of* JANUARY 192 9

MY COM EX 10-12-31 [SEAL] F.R.MCLEAN *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* AEOLIAN E.LOCKERT AND WIFE OPHELIA E.LOCKERT *the bargainors, with whom I am personally acquainted, and who acknowledged that* THEY *executed the foregoing instrument for the purposes therein contained.*

And OPHELIA E.LOCKERT *wife of the said* AEOLIAN E.LOCKERT *having appeared before me privately and apart from* HER *husband, the said* AEOLIAN E.LOCKERT., *the said* OPHELIA E.LOCKERT *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* FEBY 192 9

MY COM EX JULY 10 1929 [SEAL] THOS J.WRIGHT *Notary Public.*

REC'D FEB. 7 1929 AT 11:05 A.M.