NUMBER 50027 RECORDED OCT 29 1929 BRANSFORD REALTY CO TO DAVE L.THOMAS ET UX

FOR AND IN CONSIDERATION of the sum of EIGHTEEN HUNDRED AND 00/100 ($1800.00) DOLLARS PAID AND TO BE PAID BY DAVE L.THOMAS AND WIFE WILLIE L. THOMAS AS FOLLOWS TWO HUNDRED AND NO/100 ($200.00) DOLLARS PAID IN CASH, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED AND FOR THE REMAINDER THE SAID DAVE L.THOMAS AND WIFE WILLIE L.THOMAS HAVE EXECUTED AND DELIVERED THEIR 61 LIEN PROMISSORY NOTES OF EVEN DATE HEREWITH PAYABLE TO THE ORDER OF THE BRANSFORD REALTY COMPANY THE FIRST OF SAID NOTES BEING FOR THE SUM OF $28.00 AND EACH SUCCEEDING NOTE RESPECTIVELY THEREAFTER BEING FOR AN AMOUNT TEN CENTS LESS THAN THE PRECEDING NOTE EXCEPT THE LAST ONE WHICH IS FOR THE SUM OF $402.00 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 THE 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 DAVE L. THOMAS AND WIFE WILLIE L.THOMAS AND TO THEIR HEIRS AND ASSIGNS,A CERTAIN LOT OR PARCEL OF LAND IN DAVIDSON COUNTY,TENNESSEE AS FOLLOWS:$

BEING PART OF LOT NUMBERED ELEVEN (11) IN J.M.AND T.J.HARDING'S SUBDIVISION AS OF RECORD IN BOOK NO 21 PAGE 81 OF THE REGISTERS OFFICE FOR DAVIDSON COUNTY TENNESSEE,DESCRIBED AS FOLLOWS

BEGINNING AT A POINT IN THE SOUTHERLY MARGIN OF HEIMAN STREET,116 FEET WEST OF THE INTERSECTION OF HEIMAN STREET AND 17TH AVENUE NORTH; THENCE WESTERLY ALONG THE SOUTHERLY MARGIN OF HEIMAN STREET 39.5 FEET MORE OR LESS TO A POINT; THENCE IN A SOUTHERLY DIRECTION AND IN A STRAIGHT LINE PARALLEL WITH THE WESTERLY MARGIN OF 17TH AVENUE NORTH, 153 FEET MORE OR LESS TO AN ALLEY; THENCE ALONG THE NORTHERLY MARGIN OF SAID ALLEY 39.5 FEET MORE OR LESS TO A POINT ; THENCE IN A NORTHERLY DIRECTION AND IN A STRAIGHT LINE PARALLEL WITH THE WESTERLY MARGIN OF 17TH AVENUE NORTH 153 FEET MORE OR LESS TO THE POINT OF BEGINNING; BEING THE SAME PROPERTY CONVEYED TO BRANSFORD REALTY COMPANY BY NEAL BOYD AND WIFE RECORDED IN BOOK 772 PAGE. 65 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 hereby acknowledge the satisfaction thereof and discharge of the lien to secure the same to be null. This 7 day of Sept, 1934.

By D.E. Jackson

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

And the said BRANSFORD REALTY COMPANY *covenants with the said* DAVE L. THOMAS AND WIFE WILLIE L.THOMAS *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* DAVE L. THOMAS AND WIFE WILLIE L. THOMAS ,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 DAVE L. THOMAS AND WIFE WILLIE L. THOMAS. *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 DAVE L. THOMAS AND WIFE WILLIE L. THOMAS *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* TWELVE HUNDRED AND 00/100 ($1200.00) *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* DAVE L. THOMAS AND WIFE WILLIE L. THOMAS. *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* DAVE L.THOMAS AND WIFE WILLIE L.THOMAS *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 DAVE L.THOMAS AND WIFE WILLIE L.THOMAS., *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 DAVE L.THOMAS AND WIFE WILLIE L. THOMAS *or* THEIR *legal representatives.*

The said DAVE L. THOMAS AND WIFE WILLIE L.THOMAS., *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* DAVE L. THOMAS AND WIFE WILLIE L.THOMAS., *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 DAVE L.THOMAS AND WIFE WILLIE L.THOMAS DO *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* DAVE L.THOMAS AND WIFE WILLIE L.THOMAS., 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* JANUARY *192*9

BRANSFORD REALTY COMPANY.

[SEAL] By JOHNSON BRANSFORD *President.*

Attest: D.E.JACKSON *Secretary.*

As evidence of THEIR *ratification and acceptance of the foregoing terms and conditions* DAVE L.THOMAS AND WIFE WILLIE L.THOMAS *have hereto and subscribe* THEIR *name s hereto.*

This 4TH *day of* JANUARY *192*9

DAVID L. X THOMAS
MARK

WITNESS TO MARK

BAXTER CATO

WILLIE L. THOMAS

STATE OF TENNESSEE, COUNTY OF DAVIDSON.

Before me, CAROLINE G KIMBROUGH *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 19 *day of* JAN *192*9

[SEAL] CAROLINE G KIMBROUGH *Notary Public.*

MY COM.EX OCT 2 -31

STATE OF TENNESSEE, COUNTY OF DAVIDSON.

Personally appeared before me, BAXTER CATO., *a Notary Public in and for said County and State, the within-named* DAVE L. THOMAS AND WIFE WILLIE L. THOMAS., *the bargainor, & with whom I am personally acquainted, and who acknowledged that* THEY *executed the foregoing instrument for the purposes therein contained.*

And WILLIE L. THOMAS DAVE L. THOMAS *wife of the said* WILLIE L. THOMAS *having appeared before me privately and apart from* HER *husband, the said* HER *the said 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* 10TH *day of* SEPTEMBER *192*9

[SEAL] BAXTER CATO *Notary Public.*

MY COM EX 1ST DAY OF JANUARY 1931

REC'D SEPT 10 1929 AT 12:55 P.M.