FOR AND IN CONSIDERATION of the sum of EIGHTEEN HUNDRED AND 00/100 ($1800.00) DOLLARS PAID AND TO BE PAID BY DOCK MCCALL AND WIFE, LENA MCCALL, AS FOLLOWS:

TWO HUNDRED AND 00/100 ($200.00) DOLLARS, PAID IN CASH, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, - AND FOR THE REMAINDER, THE SAID DOCK MCCALL AND WIFE, LENA MCCALL, HAVE EXECUTED AND DELIVERED THEIR 80 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 $28.00 AND EACH SUCCEEDING NOTE RESPECTIVELY THEREAFTER BEING FOR AN AMOUNT 10 CENTS LESS THAN THE PRECEDING NOTE; FIRST ONE OF SAID NOTES FALLING DUE JANUARY 27, 1930 AND THE OTHERS MONTHLY RESPECTIVELY THEREAFTER UNTIL ALL MATURE, AND NONE OF SAID 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 DOCK MCCALL AND WIFE, LENA MCCALL, AND TO THEIR HEIRS AND ASSIGNS, A CERTAIN LOT OR PARCEL OF LAND IN DAVIDSON COUNTY, TENNESSEE, DESCRIBED AS FOLLOWS:-

BEING THE NORTHERLY 50 FEET OF LOT NO. 280 IN MCGAVOCK, WETMORE & OTHERS ADDITION TO NASHVILLE, CALLED THE ADDITION TO THE TOWN OF MCGAVOCK, A PLAN OF WHICH IS OF RECORD IN BOOK 21, PAGE 41, OF THE REGISTERS OFFICE FOR DAVIDSON COUNTY, TENNESSEE. SAID PART OF SAID LOT NO. 280 BEGINS ON THE WEST SIDE OF 14TH AVENUE, NORTH, (FORMERLY CALLED ALBERTA AVENUE) 100 FEET NORTH OF WHELESS STREET, AND RUNS THENCE ALONG THE WEST SIDE OF 14TH AVENUE NORTH, IN A NORTHERLY DIRECTION; THENCE WESTWARDLY AT RIGHT ANGLES TO 14TH AVENUE, NORTH, 170 FEET, MORE OR LESS, TO AN ALLEY; THENCE ALONG THE EASTERLY MARGIN OF SAID ALLEY IN A SOURHERLY DIRECTION 50 FEET; THENCE IN AN EASTWARDLY DIRECTION 170 FEET, MORE OR LESS TO THE POINT OF BEGINNING, - BEING THE SAME PROPERTY CONVEYED TO BRANSFORD REALTY COMPANY BY DEED FROM FRANK STACK AND WIFE, IDELLA STACK, OF RECORD IN BOOK____ PAGE ____ 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 in full. This 27 day of January, 1934.

DEPUTY, REGISTER

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

And the said BRANSFORD REALTY COMPANY *covenants with the said* DOCK MCCALL AND WIFE, LENA MCCALL, *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 YEAR 1929, WHICH BRANSFORD REALTY COMPANY WILL 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*

DOCK MCCALL AND WIFE, LENA MCCALL, 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 DOCK MCCALL AND WIFE, LENA MCCALL, *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 DOCK MCCALL AND WIFE, LENA MCCALL, *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*

$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* DOCK MCCALL AND WIFE, LENA MCCALL, *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* DOCK MCCALL AND WIFE, LENA MCCALL *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 DOCK MCCALL AND WIFE, LENA MCCALL, *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 ledst 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 DOCK MCCALL AND WIFE, LENA MCCALL, *or* THEIR *legal representatives.*

The said DOCK MCCALL AND WIFE, LENA MCCALL, *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* DOCK MCCALL & LENA MCCALL, *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 DOCK MCCALL AND WIFE, LENA MCCALL, *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* DOCK MCCALL & WIFE, LENA MCCALL, 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 relcases; 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* 27TH *day of* DECEMBER, 1929.

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* DOCK MCCALL AND WIFE, LENA MCCALL, *join herein and subscribe* THEIR *name S hereto.*

This 27TH *day of* DECEMBER 1929.

DOCK MCCALL

LENA MCCALL

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 28TH *day of* DECEMBER, 1929

COM. EX. APRIL 8, 1933. [SEAL] MARTIN SETTLE *Notary Public.*

STATE OF TENNESSEE, COUNTY OF DAVIDSON.

Personally appeared before me, MARTIN SETTLE, *a Notary Public in and for said County and State, the within-named* DOCK MCCALL AND WIFE, LENA MCCALL, *the bargainor S, with whom I am personally acquainted, and who acknowledged that* THEY *executed the foregoing instrument for the purposes therein contained.*

And LENA MCCALL, *wife of the said* DOCK MCCALL, *having appeared before me privately and apart from* HER *husband, the said* DOCK MCCALL, *the said* LENA MCCALL, *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* 28TH *day of* DECEMBER, 1929

COM. EX. APRIL 8, 1933. [SEAL] MARTIN SETTLE *Notary Public.*

RECD JAN 3, 1930 AT 2.03 P M