FOR AND IN CONSIDERATION of the sum of THIRTY-SEVEN HUNDRED FIFTY-ONE AND 00/100 $3751.00) DOLLARS PAID AND TO BE PAID BY B.T.BINKLEY AND WIFE, MARY SEXTON BINKLEY, AS FOLLOWS:

ONE AND 00/100 ($1.00) DOLLARS PAID IN CASH, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED AND FOR THE BALANCE, THE SAID B.T.BINKLEY AND WIFE, MARY SEXTON BINKLEY, HAVE EXECUTED AND DELIVERED THEIR ONE JOINT LIEN PROMISSORY NOTE IN THE SUM OF $3750.00, OF EVEN DATE HEREWITH, PAYABLE TO THE ORDER OF BRANSFORD REALTY COMPANY, FALLING DUE ON OR BEFORE ONE YEAR AFTER DATE, AND BEARING INTEREST FROM DATE AT THE RATE OF 6% PER ANNUM, PAYABLE SEMI-ANNUALLY, -

A LIEN IS HEREBY RETAINED TO SECURE THE PAYMENT OF SAID NOTE AND INTEREST THEREON.

AND FOR OTHER 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 B.T. BINKLEY AND WIFE, MARY SEXTON BINKLEY, AND TO THEIR HEIRS AND ASSIGNS, A CERTAIN LOT OR PARCEL OF LAND IN DAVIDSON COUNTY, TENNESSEE, DESCRIBED AS FOLLOWS: -

BEING LOT NUMBERED "TWO" (2) IN BRANSFORD REALTY COMPANY'S BERKELEY HILLS SUBDIVISION, THE PLAN OF WHICH IS OF RECORD IN BOOK 547, PAGES 57 AND 58, OF THE REGISTERS OFFICE FOR DAVIDSON COUNTY, TENNESSEE. SAID LOT NO.2 FRONTS 146.2 FEET ON THE WEST SIDE OF BELLE MEADE BOULEVARD, AND EXTENDS BACK IN A WESTERLY DIRECTION BETWEEN LINES 252 FEET ON ITS NORTHERLY MARGIN, AND 236.2 FEET ON ITS SOUTHERLY MARGIN, WITH THE NORTHERLY MARGIN OF SUTHERLAND AVENUE, TO A DEAD LINE, MEASURING 150 FEET ON THE REAR LINE, - BEING PART OF THE SAME PROPERTY CONVEYED TO BRANSFORD REALTY COMPANY BY DEED FROM ELLEN F.MAGRUDER, ET ALS., OF RECORD IN BOOK 633, PAGE 450, OF THE REGISTERS OFFICE FOR DAVIDSON COUNTY, TENNESSEE.

THE ABOVE DESCRIBED PROPERTY IS CONVEYED TO THE SAID B.T.BINKLEY AND WIFE, MARY SEXTON BINKLEY, SUBJECT TO THE CONDITIONS, LIMITATIONS AND RESTRICTIONS SET FORTH IN DEED FROM ELLEN F.MAGRUDER, ET ALS., TO BRANSFORD REALTY COMPANY OF RECORD IN BOOK 633, PAGE 450, OF THE REGISTERS OFFICE FOR DAVIDSON COUNTY, TENNESSEE; AND THE ADDITIONAL RESTRICTIONS, CONDITIONS AND LIMITATIONS SET FORTH IN AN INSTRUMENT RECORDED IN BOOK 649, PAGE 622, OF THE REGISTERS OFFICE FOR DAVIDSON COUNTY, TENN. - AND CERTAIN MODIFICATIONS THEREOF SET FORTH IN FOUR CERTAIN INSTRUMENTS OF RECORD IN BOOK 692, PAGE 616; BOOK 778, PAGE 223; BOOK 778, PAGE 578, AND BOOK 778, PAGE 682, OF THE REGISTERS OFFICE FOR DAVIDSON COUNTY, TENNESSEE, - EXCEPT THAT NO RESIDENCE SHALL BE ERECTED OR MAINTAINED ON SAID LOT NO.2 COSTING LESS THAN $10,000.00, - AND THE SAID B.T.BINKLEY AND WIFE, MARY SEXTON BINKLEY AGREE AS A PART OF THE CONSIDERATION OF THIS CONVEYANCE TO ABIDE BY AND OBSERVE ALL OF SAID CONDITIONS, LIMITATIONS AND RESTRICTIONS, -

Paid the lien on this within described property and released the lien on the within described property by payment of same this 2nd day of June 1931, Brandford Realty Co by [illegible] 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 B.T.BINKLEY AND WIFE, MARY SEXTON BINKLEY, THEIR, *heirs and assigns, forever.*

And the said BRANSFORD REALTY COMPANY *covenants with the said* B.T.BINKLEY AND WIFE, MARY SEXTON BINKLEY, *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 1930, - 2/3 OF 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* B.T.BINKLEY AND WIFE, MARY SEXTON BINKLEY, 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 B.T.BINKLEY AND WIFE, MARY SEXTON BINKLEY, *and the said* BRANSFORD REALTY COMPANY *that if any of said notes shall not be paid when due, either in whole or in part, one month after maturity, all of the notes shall thereupon become due.*

The said B.T.BINKLEY AND WIFE, MARY SEXTON BINKLEY, *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* B.T.BINKLEY AND WIFE, MARY SEXTON BINKLEY, *further 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* THAT *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* B.T.BINKLEY AND WIFE, MARY SEXTON BINKLEY *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 B.T.BINKLEY AND WIFE, MARY SEXTON BINKLEY, *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 B.T.BINKLEY AND WIFE, MARY SEXTON BINKLEY *or* THEIR *legal representatives.*

The said B.T.BINKLEY AND WIFE, MARY SEXTON BINKLEY *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* B.T.BINKLEY 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 B.T.BINKLEY AND WIFE, MARY SEXTON BINKLEY, *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* B.T.BINKLEY & WIFE, MARY SEXTON BINKLEY, 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 release 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* 23RD *day of* MAY 1930

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* B.T.BINKLEY AND WIFE, MARY SEXTON BINKLEY *join herein and subscribe* THEIR *name S hereto. This* 23RD *day of* MAY 1930

B.T.BINKLEY

MARY SEXTON BINKLEY

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, acknowleged 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 authorised 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 24TH *day of* MAY 1930

[SEAL] MARTIN SETTLE *Notary Public.*

COM.EX. APRIL 8, 1933.

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* B.T.BINKLEY AND WIFE, MARY SEXTON BINKLEY, *the bargainors, with whom I am personally acquainted, and who acknowledged that* THEY *executed the foregoing instrument for the puposes therein contained.*

And MARY SEXTON BINKLEY, WIFE *of the said* B.T.BINKLEY, *having appeared before me privately and apart from* HER SAID *husband, the said* MARY SEXTON BINKLEY, *~~the said~~ acknowledged 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* 24TH *day of* MAY, 1930

[SEAL] (SEAL) MARTIN SETTLE, *Notary Public.*

COM.EX. APRIL 8, 1933.

RECD MAY 24, 1930 AT 11.37 A.M.