NO. 56014 RECORDED OCT. 27, 1930 BRANSFORD REALTY CO. TO LEROY MCDONALD ET UX.

M.P.C.

FOR AND IN CONSIDERATION of the sum of SIXTEEN HUNDRED, FIFTY & 00/100 ($1650.00) DOLLARS PAID ~~AND~~ TO BE PAID BY LEROY MCDONALD AND WIFE WILLIE PEARL MCDONALD AS FOLLOWS: ONE HUNDRED & 00/100 ($100.00) PAID IN CASH, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, AND FOR THE REMAINDER THE SAID LEROY MCDONALD AND WIFE WILLIE PEARL MCDONALD HAVE EXECUED AND DELIVERED THEIR 61 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 $21.75 AND EACH OF THE NEXT SUCCEEDING ~~NINETY~~ 29 NOTES BEING FOR AN AMOUNT 7 CENTS LESS THAN THE PRECEEDING NOTE; THE 31ST NOTE BEING FOR THE SUM OF $21.65 AND EACH SUCCEEDING NOTE RESPECTIVELY THEREAFTER BEING FOR AN AMOUNT EIGHT CENTS LESS THAN THE PRECEEDING NOTE EXCEPT THE LAST ONE WHICH IS FOR THE SUM OF $653.25, AND THE FIRST OF SAID NOTES FALLING DUE DECEMBER 1, 1930 AND THE OTHERS MONTHLY RESPECTIVELY THEREAFTER UNTIL ALL MATURE, AND NO 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 SATE OF TENNESSEE, HAS BARGAINED AND SOLD, AND BY THESE PRESENTS DOES TRANSFER AND CONVEY UNTO THE SAID LEROY MCDONALD AND WIFE WILLIE PEARL MCDONALD, AND TO THEIR HEIRS AND ASSIGNS, A CERTAIN LOT OR PARCEL OF LAND IN DAVIDSON COUNTY, TENNESSEE, DESCRIBED AS FOLLOWS: BEING PART OF LOT NO. "TWO" (2) OF THE FAIRFIELD VILLAGE PLAN, OR ADDITION, TO NASHVILLE, TENNESSEE, AS RECORDED IN BOOK 21, PAGE 82, OF THE REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE NORTH MARGIN OF FILMORE STREET 65 FEET 8 INCHES EAST OF THE EASTERN MARGIN OF FAIRFIELD AVENUE; AND RUNNING ALONG FILMORE STREET, EASTWARDLY, 34 FEET AND 4 INCHES TO THE WESTERN MARGIN OF LOT NO. 3 IN SAID PLAN; THENCE ALONG THE WESTERN LINE OF SAID LOT NO. 3 170 FEET TO AN ALLEY; THENCE ALONG SAID ALLEY WESTWARDLY 31 FEET AND 4 INCHES TO A POINT; THENCE IN A SOUTHERN DIRECTION 50 FEET TO A POINT; THENCE IN A WESTERN DIRECTION THREE FEET TO A POINT, WHICH IS 34 FEET AND 4 INCHES WEST FROM LOT NO. 3; THENCE IN A SOUTHERN DIRECTION 120 FEET TO THE POINT OF BEGINNING, BEING THE SAME PROPERTY CONVEYED TO BRANSFORD REALTY COMPANY BY DEED FROM BRANSFORD STONE TRUSTEE, RECORDED IN BOOK 844, PAGE 646, OF THE REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE.

I declare that I am the true and lawful holder of the claim secured by the instrument with...
recorded, and hereby acknowledge it satisfied in full and discharge of the lien thereof and direct...
the same be...
This ... day of ... 1933

Attest: ... COUNTY 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 LEROY MCDONALD AND WIFE WILLIE PEARL MCDONALD THEIR *heirs and assigns forever.*

And the said BRANSFORD REALTY COMPANY *covenants with the said* LEROY MCDONALD AND WIFE WILLIE PEARL MCDONALD *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* LEROY MCDONALD AND WIFE WILLIE PEARL MCDONALD 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 LEROY MCDONALD AND WIFE WILLIE PEARL MCDONALD *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 LEROY MCDONALD AND WIFE WILLIE PEARL MCDONALD *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 & 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* LEROY MCDONALD AND WIFE WILLIE PEARL MCDONALD *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 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* LEROY MCDONALD AND WIFE WILLIE PEARL MCDONALD *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 LEROY MCDONALD AND WIFE WILLIE PEARL MCDONALD *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, come [illegible] 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 [illegible]

THIRD—To the satisfaction of the indebtedness secured by said vendor's lien, together with [illegible] the holder of said notes, as hereinbefore provided for;

AND, LASTLY—Any balance shall be paid to the said LEROY MCDONALD AND WIFE WILLIE PEARL MCDONALD *or* THEIR *legal representatives.*

The said LEROY MCDONALD AND WIFE WILLIE PEARL MCDONALD *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, [illegible] *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* LEROY MCDONALD AND WIFE WILLIE PEARL MCDONALD *further agree that the purchaser may re-enter and take possession of the property without hindrance or delay, and [illegible] time become and be the tenant at will of the purchaser, and removable by process as upon forcible and unlawful detainer suit.*

The said LEROY MCDONALD AND WIFE WILLIE PEARL MCDONALD DO ~~XXXX~~ *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 mentioned, 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* LEROY MCDONALD AND WIFE, WILLIE PEARL MCDONALD 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* OCTOBER 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 LEROY MCDONALD AND WIFE WILLIE PEARL MCDONALD *join herein and subscribe* THEIR *names hereto. This* 23RD *day of* OCT. 1930

LEROY MCDONALD

WILLIE PEARL MCDONALD

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, 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 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 23 *day of* OCT 1930

MY COMMISSION EXPIRES OCT. 2, 1931. [SEAL] CAROLINE G. KIMBROUGH *Notary Public.*

STATE OF TENNESSEE, COUNTY OF DAVIDSON.

Personally appeared before me, CAROLE G. KIMBROUGH, *a Notary Public in and for said County and State, the within-named* LEROY MCDONALD AND WIFE WILLIE PEARL MCDONALD *the bargainors, with whom I am personally acquainted, and who acknowledged that* THEY *executed the foregoing instrument for the puposes therein contained.*

And WILLIE PEARL MCDONALD, *wife of the said* LEROY MCDONALD, *having appeared before me privately and apart from* HER *husband, the said* LEROY MCDONALD *the said* WILLIE PEARL MCDONALD *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* 23 *day of* OCT. 1930

MY COMMISSION EXPIRES OCT. 2, 1930 [SEAL] CAROLINE G. KIMBROUGH *Notary Public.*

RECEIVED OCT. 25, 1930 AT 11:53 A. M.