NUMBER 15138 RECORDED MCH 26,1932 BRANSFORD REALTY CO TO JACOB ANDERSON,ET UX

FOR AND IN CONSIDERATION of the sum of FIFTEEN HUNDRED & 00/100 ($1500.00) DOLLARS PAID AND TO BE PAID BY JACOB ANDERSON AND WIFE, OLLIE ANDERSON AS FOLLOWS: SEVEN HUNDRED, FIFTY & 00/100 ($750.00) DOLLARS PAID IN CASH,THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED ,AND FOR THE REMAINDER THE SAID JACOB ANDERSON AND WIFE, OLLIE ANDERSON HAVE EXECUTED 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 $11.75 AND EACH OF THE NEXT SUCCEEDING 19 NOTES BEING FOR AN AMOUNT FOUR CENTS LESS THAN THE PRECEDING NOTE; THE 21ST NOTE BEING FOR THE SUM OF $12.95 AND EACH SUCCEEDING NOTE RESPECTIVELY THEREAFTER BEING FOR AN AMOUNT FIVE CENTS LESS THAN THE PRECEDING NOTE EXCEPT THE LAST ONE WHICH IS FOR THE SUM OF $190.95 ,AND THE FIRST OF SAID NOTES FALLING DUE MAY 1, 1932 ,AND THE OTHERS MONTHSLY 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 INTEREST THEREON,-

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 JACOB ANDERSON AND WIFE OLLIE ANDERSON,AND TO THEIR HEIRS AND ASSIGNS, A CERTAIN TRACT OR PARCEL IN DAVIDSON COUNTY,TENNESSEE, DESCRIBED AS FOLLOWS:

BEING LOTS NUMBERED "EIGHT " (8) ;"NINE" (9);"TEN" (10) AND "ELEVEN(11) IN THE SUBDIVISION OF LOT NO.27 OF O.B. HAYES PLAN OF LOTS, CALLED BOKEBY,AS PER PLAN RECORDED IN PLAN BOOK 421, PAGE 22, OF THE REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE. SAID LOTS NOS.8,9, 10 AND 11 ADJOIN AND TOGETHER FRONT 120 FEET ON THE EAST SIDE OF WASHINGTON STREET, NOW 15TH AVENUE SOUTH,AND EXTEND BACK BETWEEN PARALLEL LINES 150 FEET TO AN ALLEY IN THE REAR,BEING THE SAME PROPERTY CONVEYED TO BRANSFORD REALTY COMPANY DEED FROM BRANSFER STONE,TRUSTEE, RECORDED IN BOOK 904, PAGE 168, OF THE REGISTER'S OFFICE FOR DAVIDSON COUNTY,TENNESSEE.

I certify that this ... was received, and hereby authorize the ... recorded and discharge of the lien to secure the same in full. This 16 day of ... 1936

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 JACOB ANDERSON & WIFE OLLIE ANDERSON,THEIR *heirs and assigns, forever.*

And the said Bransford Realty Company *covenants with the said* JACOB ANDERSON AND WIFE, OLLIE ANDERSON *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 1932, THE PURCHASERS HEREBY ASSUMING SAID TAXES FOR THE LAST HALF OF SAID YEAR.

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* JACOB ANDERSON AND WIFE, OLLIE ANDERSON,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 JACOB ANDERSON AND WIFE OLLIE ANDERSON *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 JACOB ANDERSON AND WIFE OLLIE ANDERSON *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* FIVE HUNDRED & 00/100 ($500.00) *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* JACOB ANDERSON AND WIFE OLLIE ANDERSON *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* JACOB ANDERSON AND WIFE OLLIE ANDERSON *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 JACOB ANDERSON AND WIFE OLLIE ANDERSON *further agree that if said notes, or any of them, are not paid at maturity, as hereinbefore stated, the Bransford Realty Company, or the lawful owner of said notes then unpaid, after advertising once a week for at least three weeks in a newspaper published in Davidson County, the first publication to be made at least twenty days before the sale, shall have authority, as the agent and attorney in fact expressly constituted by said* Bransford Realty Company, *to sell the property conveyed by public auction at the usual place of sale in Nashville, Tennessee, to the highest bidder for cash, free from the rights of redemption and homestead and dower of the undersigned, 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 said property;

THIRD—To the satisfaction of the indebtedness secured by said notes, rendering the overplus, if any, to the holder of said notes, as hereinbefore provided for;

AND, LASTLY—Any balance shall be paid to the said JACOB ANDERSON AND WIFE OLLIE ANDERSON *or* THEIR *legal representatives.*

The said JACOB ANDERSON AND WIFE OLLIE ANDERSON *further agree that the said* Bransford Realty Company, *or the lawful holder of said notes, may become the purchaser at any sale of the property sale herein contained without giving bond or taking oath, that the said* Bransford Realty Company *or the holder of the notes hereby secured, may bid at any sale under said power; and that at the time of any such sale the person holding the office of County Court Clerk for said County shall have authority to convey the property to the purchaser.*

The said JACOB ANDERSON & WIFE OLLIE ANDERSON *further agree that the purchaser may re-enter and take possession of the property sold at any time after sale, and may from time become and be the tenant at will of the purchaser, and removable by process as upon forcible entry and detainer said*

The said JACOB ANDERSON AND WIFE, OLLIE ANDERSON DO *further agree for* THEMSELVES, THEIR *heirs and assigns that whenever* THEY, *or* THEIR *legal representatives shall request the said* Bransford Realty Company, *its successors or assigns, or the holder of said notes, to execute any partial release of the lien of said notes, or the lien of any number of said notes less than all, that said* JACOB ANDERSON & WIFE OLLIE ANDERSON,THE.R *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* 17TH *day of* MARCH ,1932. XXX

BRANSFORD REALTY COMPANY.
JOHNSON BRANSFORD
[SEAL] *By* ... *President.*
Attest: D.E. JACKSON *Secretary.*

As evidence of - *ratification and acceptance of the foregoing terms and conditions* JACOB ANDERSON AND WIFE *join herein and subscribe* THEIR *name* S *hereto. This* 17TH *day of* MARCH, 1932. XXX

OLLIE ANDERSON — JACOB ANDERSON

OLLIE ANDERSON

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 BRX *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 19TH *day of* MARCH ,1932. XXXX

COM.EXPIRES 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* JACOB ANDERSON AND WIFE OLLIE ANDERSON *the bargainor* S, *with whom I am personally acquainted, and who acknowledged that* THEY *executed the foregoing instrument for the puposes therein contained.*

And OLLIE ANDERSON *wife of the said* JACOB ANDERSON, *having appeared before me privately and apart from* HER *husband, the said* JACOB ANDERSON *the said* OLLIE ANDERSON *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* 19 *day of* MARCH 1932. XXX

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

REC'D MCH 24,1932 AT 3:31 P.M.