FOR AND IN CONSIDERATION of the sum of FIFTY & 00/100 ($50.00) DOLLARS PAID IN CASH BY R.C. BARBOUR AND WIFE LILLIAN BARBOUR THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, AND FOR THE FURTHER CONSIDERATION OF SAID R.C. BARBOUR AND WIFE LILLIAN BARBOUR ASSUMING AND AGREEING TO PAY NOTES NOS.39 TO 61, BOTH INCLUSIVE, OF A SERIES OF NOTES EXECUTED BY JAMES L.HORACE AND WIFE MAYME C. HORACE ON MARCH 1,1928 PAYABLE TO THE ORDER OF BRANSFORD REALTY COMPANY, WHICH NOTES WITH ACCUMULATED INTEREST TO DATE AMOUNT TO THE SUM OF $1367.07, AND ARE FULLY DESCRIBED IN AND SECURED BY DEED OF TRUST FROM JAMES L. HORACE AND WIFE TO BRANSFORD STONE, TRUSTEE RECORDED IN BOOK 730,PAGE 111, OF THE REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE.- AND ALSO ASSUMING AND AGREEING TO PAY AN INDEBTEDNESS OF $117.34 DUE BY JAMES L.HORACE AND WIFE, MAYME C. HORACE TO BRANSFORD REALTY COMPANY ON AN EXTRA ACCOUNT, AND ALSO EXECUTING AND DELIVERING THEIR 35 LIEN PROMISSORY NOTES OF EVEN DATE HEREWITH, IN THE SUM OF $20.00 EACH, PAYABLE TO THE ORDER OF MYRTLE M. YERGER, THE FIRST OF SAID NOTES FALLING DUE MARCH 25 ,1936 AND THE OTHERS MONTHLY RESPECTIVELY THEREAFTER UNTIL ALL MATURE, AND ALL OF SAID NOTES BEARING INTEREST FROM DATE AT THE RATE OF SIX PER CENT PER ANNUM, AND BEING SECURED BY LIEN RETAINED ON THE PROPERTY HEREINAFTER DESCRIBED, AND FOR OTHER CONSIDERATIONS,-

I, MYRTLE M.YERGER, AN UNMARRIED WOMAN, HAVE BARGAINED AND SOLD, AND BY THESE PRESENTS DO TRANSFER AND CONVEY UNTO THE SAID R.C. BARBOUR AND WIFE LILLIAN BARBOUR, AND TO THEIR HEIRS AND ASSIGNS, A CERTAIN LOT OR PARCEL OF LAND IN DAVIDSON COUNTY, TENNESSEE, DESCRIBED AS FOLLOWS:

BEING THE WESTERLY THIRTY FEET OF LOT NUMBER "SIX " (6) AND THE EASTERLY TWENTY FEET OF LOT NUMBERED "SEVEN" (7) IN THE BRANSFORD REALTY COMPANY'S RE-SUBDIVISION OF MAPLOVE ADDITION, A PLAN OF WHICH IS RECORDED IN BOOK 421, PAGE 53,OF THE REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE.

SAID PARTS OF SAID LOTS NOS.6 AND 7 ADJOIN AND FRONT TOGETHER FIFTY FEET ON THE NORTHERLY SIDE OF HEIMAN STREET AND RUN BACK BETWEEN PARALLEL LINES 152 FEET, MORE OR LESS,TO AN ALLEY,BEING THE SAME PROPERTY CONVEYED TO MYRTLE M. YERGER BY DEED FROM JAMES L.HORACE AND WIFE, RECORDED IN BOOK 866, PAGE 396, OF THE REGISTER'S OFFICE FOR DAVIDSON COUNTY,TENNESSEE.

AND WE, JAMES L.HORACE AND WIFE, MAYME C. HORACE, FORMERLY OF NASHVILLE,DAVIDSON COUNTY,TENNESSEE, DO HEREBY JOIN IN THIS CONVEYANCE, AND DO HEREBY REMISE , RELEASE AND FOREVER QUITCLAIM AND CONVEY UNTO THE SAID R.C. BARBOUR AND WIFE, LILLIAN BARBOUR, THEIR HEIRS AND ASSIGNS, ALL OF OUR RIGHT, TITLE AND INTEREST IN AND TO THE PROPERTY HEREIN DESCRIBED AND CONVEY.

BOOK NO. 963 PAGE 145

STATE OF NEW YORK
COUNTY OF NEW YORK

PERSONALLY APPEARED BEFORE ME, C.H. POMEROY A NOTARY PUBLIC IN AND FOR SAID STATE AND COUNTY , THE WITHIN NAMED MYRTLE M.YERGER , AN UNMARRIED WOMAN, ONE OF THE BARGAINORS, WITH WHOM I AM PERSONALLY ACQUAINTED, AND WHO ACKNOWLEDGED THAT SHE EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED.

WITNESS MY HAND AND OFFICIAL SEAL AT 525 WEST 120 ST NEW YORK N.Y. THIS,THE 31ST DAY OF MARCH,1932.

(SEAL) C.H. POMEROY, NOTARY PUBLIC
COM.EXPIRES MARCH 30,1933.
NOTARY PUBLIC, NEW YORK COUNTY
NEW YORK CO CLERK'S NO.99
NEW YORK CO REGISTER'S NO.3P 55
COM.EXPIRES MARCH 30,1933.

TO HAVE AND TO HOLD the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging, to the said R.C.BARBOUR & WIFE LILLIAN BARBOUR, THEIR *heirs and assigns, forever.*

And the said BRANSFORD REALTY COMPANY *covenants with the said* R.C. BARBOUR AND WIFE LILLIAN BARBOUR *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 THE NOTES ABOVE MENTIONED, WHICH THE PURCHASERS ASSUME AND AGREE TO PAY, AND BY ANY AND ALL UNPAID TAXES WHICH THE PURCHASERS ALSO ASSUME AND AGREE TO PAY.

MYRTLE M. YERGER HERSELF, HER HEIRS AND ASSIGNS

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* R.C. BARBOUR AND WIFE, LILLIAN BARBOUR, 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 MYRTLE M.YERGER *and the said* R.C. BARBOUR AND WIFE, LILLIAN BARBOUR, *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 R.C. BARBOUR & WIFE LILLIAN BARBOUR *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* TWO THOUSAND & 00/100 *DOLLARS, and to make said insurance and all additional insurance payable, in the event of loss, to the said* BRANSFORD REALTY COMPANY *and deliver same to* MYRTLE M.YERGER TO HER *to be held by* HER *as collateral security to said notes, and to keep said property in good repair, and to pay all taxes when due; and the said* R.C. BARBOUR & WIFE LILLIAN BARBOUR *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* R.C. BARBOUR & WIFE LILLIAN BARBOUR *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.*

MYRTLE M.YERGER

The said R.C. BARBOUR AND WIFE, LILLIAN BARBOUR MYRTLE M.YERGER *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 title 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 R.C. BARBOUR & WIFE LILLIAN BARBOUR *or* THEIR *legal representatives.*

The said R.C. BARBOUR & WIFE LILLIAN BARBOUR *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* MYRTLE M.YERGER *or the last 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* R.C. BARBOUR AND WIFE LILLIAN BARBOUR *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 R.C. BARBOUR AND WIFE LILLIAN BARBOUR DO *further agree for* THEMSELVES, *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 referred to, to execute any partial release of the lien of said notes for the payment 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* MYRTLE M.YERGER, HER HEIRS *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.* WITNESS OUR HANDS, THIS THE 23RD DAY OF MARCH,1932.

IN WITNESS WHEREOF, the said BRANSFORD REALTY COMPANY *has caused its corporate name to be hereunto subscribed by its President, and its corporate seal to be affixed by its Secretary, on this, the day of* 192

MYRTLE M. YERGER

JAMES L.HORACE —[SEAL]
MAYME C. HORACE

BRANSFORD REALTY COMPANY.

By _____ President.

Attest: _____ Secretary.

As evidence of THEIR *ratification and acceptance of the foregoing terms and conditions* R.C. BARBOUR & WIFE LILLIAN BARBOUR *join herein and subscribe* THEIR *name hereto. This* 23RD *day of* MARCH, 1932. X192X

R.C. BARBOUR

LILLIAN BARBOUR

STATE OF TENNESSEE, COUNTY OF DAVIDSON.

Before me, _____, *a Notary Public in and for the State and County aforesaid, personally appeared* _____ *and* _____ *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 as President, and affixing its corporate seal thereto, and attesting same by said as Secretary.*

Witness my hand and official seal, at office, in Nashville, Tennessee, this the day of 192

[SEAL] _____ *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* R.C. BARBOUR AND WIFE, LILLIAN BARBOUR *the bargainors, with whom I am personally acquainted, and who acknowledged that* THEY *executed the foregoing instrument for the purposes therein contained.*

And LILLIAN BARBOUR, *wife of the said* R.C. BARBOUR, *having appeared before me privately and apart from* HER *husband, the said* LILLIAN BARBOUR *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* 21ST *day of* APRIL, 1932 XXXX

[SEAL] MARTIN SETTLE *Notary Public.*

COM.EXPIRES APRIL 8,1933.

STATE OF ARKANSAS , COUNTY OF GARLAND

PERSONALLY APPEARED BEFORE ME, EMMA P. GIBBS A NOTARY PUBLIC IN AND FOR SAID STATE AND COUNTY, THE WITHIN NAMED JAMES L.HORACE AND WIFE MAYME C. HORACE, THE BARGAINORS, WITH WHOM I AM PERSONALLY ACQUAINTED, AND WHO ACKNOWLEDGED THAT THEY EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED.

AND MAYME C. HORACE, WIFE OF THE SAID JAMES L HORACE, HAVING PERSONALLY APPEARED BEFORE ME, PRIVATELY AND APART FROM HER HUSBAND, THE SAID JAMES L.HORACE ; THE SAID MAYME C. HORACE ACKNOWLEDGED THE EXECUTION OF 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 HOT SPRINGS, ARKANSAS THIS THE 30 DAY OF APRIL 1932.

(SEAL) EMMA P.GIBBS, NOTARY PUBLIC
AUG 21,1933.
SEE OPPOSITE PAGE FOR ACK. X

REC'D MAY 3,1932 AT 12:04 P.M.