NO. 20442 RECORDED AUG. 23, 1932. LIZZIE REA ET AL TO RICHARD ELLITHORPE,ET UX

FOR AND IN CONSIDERATION of the sum of EIGHT-HUNDRED SIXTY-FIVE AND 02/100 ($865.02) DOLLARS PAID AND TO BE PAID BY RICHARD ELLITHORPE AND WIFE, CATHERINE REA ELLITHORPE, AS FOLLOWS:

ONE AND 02/100 ($1.02) DOLLARS, PAID IN CASH, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED,- AND FOR THE REMAINDER, THE SAID RICHARD ELLITHORPE AND WIFE, CATHERINE REA ELLITHORPE HAVE EXECUTED AND DELIVERED THEIR 61 JOINT AND SEVERAL LIEN PROMISSORY NOTES, OF EVEN DATE HEREWITH, PAYABLE TO THE ORDER OF GEO.J. REA, FIRST ONE OF SAID NOTES BEING FOR THE SUM OF $10.32 AND EACH OF THE NEXT SUCCEEDING 19 NOTES BEING FOR AN AMOUNT/4 CENTS LESS THAN THE PRECEDING NOTE; THE 41ST NOTE BEING FOR THE SUM OF $12.92 AND EACH SUCCEEDING NOTE RESPECTIVELY THEREAFTER BEING FOR AN AMOUNT 5 CENTS LESS THAN THE PRECEDING NOTE, EXCEPT THE LAST ONE, WHICH IS FOR $385.92; FIRST ONE OF SAID NOTES FALLING DUE MAY 15, 1932 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, WE, LIZZIE REA AND HUSBAND, GEORGE J. REA, HAVE BARGAINED AND SOLD AND BY THESE PRESENTS DO HEREBY TRANSFER AND CONVEY UNTO THE SAID RICHARD ELLITHORPE AND WIFE, CATHERINE REA ELLITHORPE, THEIR HEIRS AND ASSIGNS, A CERTAIN TRACT OR PARCEL OF LAND IN DAVIDSON COUNTY, TENNESSEE, DESCRIBED AS FOLLOWS:-

BEING A TRACT OF LAND IN THE 12TH, FORMERLY THE 21ST CIVIL DISTRICT OF DAVIDSON COUNTY, TENNESSEE, AND BEING THE NORTHERLY 10 ACRES, MORE OR LESS, OF A 20/ACRE TRACT OF LAND ON THE BRICK CHURCH PIKE, CONVEYED TO LIZZIE REA BY DEED FROM BRANSFORD REALTY COMPANY OF RECORD IN BOOK 578, PAGE 254, OF THE REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE, MORE ACCURATELY DESCRIBED AS FOLLOWS:-

BEGINNING AT A POINT IN THE WESTERLY MARGIN OF BRICK CHURCH PIKE, BEING R.L. PEACHER'S NORTHEAST CORNER; RUNNING THENCE ALONG THE WEST MARGIN OF SAID PIKE NORTH 1 DEGREES EAST 291-1/2 FEET TO THE NORTHEAST CORNER OF THE ORIGINAL TRACT, ACCORDING TO PLAN MADE AUGUST 23, 1923, BY ERLE DRAKE, COUNTY SURVEYOR; THENCE WITH THE NORTHERLY LINE OF SAID TRACT NORTH 89-1/2 DEGREES WEST 940.5 FEET TO A STAKE; CONTINUING THENCE WITH SAID LINE SOUTH 77-1/2 DEGREES WEST 869.55 FEET TO A STAKE 6 FEET SOUTH OF A SMALL WILD CHERRY TREE IN THE FENCE CORNER, BEING THE NORTHWEST CORNER OF THE ORIGINAL TRACT AS SURVEYED BY ERLE DRAKE, COUNTY SURVEYOR, ON AUGUST 23, 1923; THENCE WITH THE WEST LINE OF SAID TRACT SOUTH 5 DEGREES WEST 101.75 FEET TO THE SAID PEACHER'S NORTHWEST CORNER; THENCE WITH PEACHER'S NORTH LINE SOUTH 88-1/2 DEGREES EAST 1826-1/2 FEET TO THE BEGINNING, CONTAINING 10 ACRES, MORE OR LESS, - AND BEING THE NORTH ONE-HALF OF THE TRACT OF LAND CONVEYED TO LIZZIE REA BY DEED FROM BRANSFORD REALTY COMPANY RECORDED IN BOOK 578, PAGE 254, OF THE REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE.

X 3 cents less than the preceding note the 21st note being for the sum of $11.72 and each of the next succeeding 19 notes being for an amount

TO HAVE AND TO HOLD the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging, to the said Richard Ellithorpe & wife Catherine Rea Ellithorpe their heirs and assigns, forever.

And the said Lizzie Rea and George J. Rea *covenants with the said* RICHARD ELLITHORPE & WIFE *that* they *is lawfully seized and possessed of said land in fee simple, have good right to convey it, and that the same is unencumbered,* EXCEPT THEY HAVE BY 1932 TAXES, WHICH PURCHASERS HEREBY ASSUME AND AGREE TO PAY.

And the said Lizzie Rea & husband George J. Rea Transford Realty Company *does further covenant and binds* themselves, their heirs and assigns *to warrant and forever defend the title to said land to the said* RICHARD ELLITHORPE & WIFE, CATHERINE REA ELLITHORPE, 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 LIZZIE REA AND HUSBAND, GEORGE J. REA, *and the said* Richard Ellithorpe & wife Catherine Rea Ellithorpe *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 RICHARD ELLITHORPE & WIFE, CATHERINE REA ELLITHORPE *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* $400.00 DOLLARS, *and to make said insurance and all additional insurance payable to the said* Lizzie Rea & Husband Geo J Rea *and deliver same to* them *Company to be held by* them as collateral security *to said notes, and to keep said property in good repair, and to pay all taxes when due; and the said* RICHARD ELLITHORPE AND WIFE CATHERINE REA ELLITHORPE, *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* Lizzie Rea & Husband George J. Rea, *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* RICHARD ELLITHORPE & WIFE, Lizzie Rea & Husband George J Rea *shall fail to repay any insurance premium or taxes or repairs and interest within one month from the payment thereof by the said* Lizzie Rea & Husband, *such failure shall render all of said notes due at the expiration of such time.*

BRANSFORD REALTY CO. By [illegible] SECRETARY

Attest: [illegible]

I declare that this is a true and correct copy of the deed recorded in Deed Book [illegible] page [illegible] Register's Office for Davidson County, Tennessee. Witness my hand this [illegible] day of [illegible] 1934.

[illegible] Register.

The said RICHARD ELLITHORPE AND WIFE, CATHERINE REA ELLITHORPE *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 RICHARD ELLITHORPE & WIFE, *or* THEIR *legal representatives.*

The said RICHARD ELLITHORPE & WIFE, *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* RICHARD ELLITHORPE & WIFE, CATHERINE REA ELLITHORPE, *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 RICHARD ELLITHORPE & WIFE, CATHERINE REA ELLITHORPE, DO ~~XXX~~ *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* RICHARD ELLITHORPE AND WIFE, CATHERINE REA ELLITHORPE, 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 its President, and its corporate seal to be affixed by its Secretary, on this, the day of 192*

WITNESS OUR HANDS, THIS THE 14TH DAY OF APRIL, 1932.

BRANSFORD REALTY COMPANY.

By LIZZIE REA President.

GEO. J. REA Secretary.

As evidence of OUR *ratification and acceptance of the foregoing terms and conditions,* WE RICHARD ELLITHORPE AND CATHERINE REA ELLITHORPE *join herein and subscribe* OUR *name* S *hereto. This* 14TH *day of* APRIL, 1932.

RICHARD ELLITHORPE

CATHERINE REA ELLITHORPE

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, 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 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, THOS. J. WRIGHT, *a Notary Public in and for said County and State, the within-named* LIZZIE REA AND HUSBAND, GEORGE J. REA, AND RICHARD ELLITHORPE AND WIFE, CATHERINE REA ELLITHORPE *the bargainors, with whom I am personally acquainted, and who acknowledged that* THEY *executed the foregoing instrument for the puposes therein contained.*

And LIZZIE REA AND CATHERINE REA ELLITHORPE, *wife of the said* GEORGE J. REA AND RICHARD ELLITHORPE, RESPECTIVELY, *having appeared before me privately and apart from* THEIR *husbands, the said* LIZZIE REA AND CATHERINE REA ELLITHORPE *acknowledged the execution of the said instrument to have been done by* THEM *freely, voluntarily, and understandingly without compulsion or constraint from* THEIR *said husbands, and for the purposes therein expressed.*

Witness my hand and official seal at NASHVILLE, *Tennessee, this* 30TH *day of* APRIL, 1932.

MY COM. EXPIRES OCT. 11, 1934.

[SEAL] THOS. J. WRIGHT *Notary Public.*

RECEIVED AUG. 22, 1932, AT 11:02 A.M.