1483

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of $1.00 cash, and the other considerations hereinafter stated, I have sold, and hereby sell, assign, transfer, and deliver to the Broadway National Bank, Nashville, Tennessee, its successors and assigns, the following described personal property, to-wit:

1947 Plymouth Delux Club Coupe
Motor #P15-354462

I covenant with said Broadway National Bank that I am lawfully possessed of said property, have a good right to sell the same and that it is unencumbered, and I warrant the title thereto to the said corporation, its successors and assigns against the lawful claims of all persons. Said property is located at Nashville, Davidson County, Tennessee and will not be removed from said location without the written consent of the mortgagee. But this sale and transfer is upon condition: To secure the payment of the following indebtedness, to-wit: Note of even date herewith in the sum of $ 1023.32, signed by _____ payable to the order of BROADWAY NATIONAL BANK, with interest, as follows:

$68.73 on the ___ of each consecutive month after date for 14 installments and $68.10 in the last installment

together with any renewals or extensions of said note, or any part thereof, and whether endorsed thereon or by separate instrument, and also any other sum or sums which may be loaned or advanced from time to time by said Broadway National Bank to the maker of said note, the mortgagor, during the time that any part of said above note is unpaid, and whether such additional or other sum or sums is evidenced by bill, note, check or draft, or arise as the result of any other transaction between said Broadway National Bank, and the maker of said note, the mortgagor.

Now, if the undersigned shall pay said indebtedness, together with interest as the same becomes due, then this sale and transfer shall be void, and otherwise remain in full force and effect. But if he fails to pay said indebtedness as the same matures, together with interest and attorney's fees, then at the option of the lawful holder thereof, all of said indebtedness then unpaid will become due and payable, and such owner or holder of said indebtedness, or said Broadway National Bank, after advertising said property as is provided by law for the sale of personal property under execution, may sell said property to the highest bidder for cash and apply the proceeds to the payment, first, of the expenses of said sale, second, to the payment of said indebtedness with interest and attorney's fees, and, third, any balance to be paid to the undersigned, his assigns, or his order.

It is expressly agreed that the undersigned will surrender possession of said property upon demand whenever default is made hereunder and without the necessity of legal process, and that said mortgagee, or the lawful owner or holder of said indebtedness may enter upon the premises of the mortgagor to secure possession of said property without liability by reason of such entry.

Signed at Nashville, Tennessee, this May 1st day of 1947

Elizabeth Herbert

92634

Chattel Mortgage

Elizabeth Herbert

TO

BROADWAY NATIONAL BANK

REGISTER'S OFFICE
STATE OF TENNESSEE
DAVIDSON COUNTY
Received for record
this 1st day of MAY A.D. 1947
at 2:20 o'clock P. M.
Noted in Index ... Page ...
Recorded in Book ... Page ...
Recording Fee $ .75
FELIX Z. WINSTON, Register
By ... D.C.
Dpt. Reg.

STATE OF TENNESSEE,
Davidson County. } ss.

Personally appeared before me, Edna S. Brice, a Notary Public in and for said County, the within-named Bargainor Elizabeth Herbert, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purpose therein contained.

Witness my hand and official seal, at office in said County, on this, the 3rd day of May A.D. Nineteen Hundred and Forty-seven.

My commission expires Feb 15th, 1950

Edna S. Brice
Notary Public.

STATE OF TENNESSEE
DAVIDSON COUNTY
MAY 6 1947
R. B. COBB
Court Clerk
DAVIDSON COUNTY, TENN.

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