E. T. Brown,)(To)(Deed)(Columbus Britton,)

For and in Consideration *of the sum of* ($284.) Two Hundred and Eighty-four **DOLLARS**, *paid and to be paid by* Columbus Britton *as follows:* Ten *Dollars, cash, the receipt of which is hereby acknowledged, and for the remainder the said* Columbus Britton *has executed* 54 *promissory notes for* Five dollars each, and one note for Four *Dollars, of even date herewith, payable to the order of* E. T. Brown xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx *, with lien retained on the property herein conveyed to secure their payment. The first one of said notes falls due* June 15, 1907, *and the others* one note on the 15th day of each succeeding month *thereafter, until all are paid* I, E. T. Brown (not married) *have bargained and sold, and by these presents do transfer and convey unto the said* Columbus Britton, his *heirs and assigns, a certain tract or parcel of land in* Davidson *County, State of Tennessee, as follows:*

Being in the Ninth Civil District of said County and being lot No. II in E. T. Browns subdivision ofpart of the Patterson tract, Said lot No. II fronts 71 feet on the east side of Hogan - Street and runs back eastwardly to the easterly margin of said subdivision 148 feet on the south side and 128-1/2 feet on the north side, and being a part of the same property conveyed to me by deed of record in Book----- page------, of the Registers Office of Davidson - County, Tenn.

The entire debt herein mentioned having been paid to me *thereof, we hereby release all lien or claim on the within property held to secure said debt.* This 20. day of Dec. 1911 E. T. Brown
Attest: Jg Hewlett dep Reg

To Have and to Hold *the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging, to the said* Columbus Britton, his *heirs and assigns, forever. And* I *do covenant with the said* Columbus Britton *that* I am *lawfully seized and possessed of said land in fee simple, have a good right to convey it, and the same is unencumbered.*

And I *do further covenant and bind* myself *heirs and representatives to warrant and forever defend the title to said land to the said* Columbus Britton his *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 E. T. Brown *and* the said Columbus Britton *that if any of said notes shall at any time be unpaid, either in whole or in part,* One *months after maturity, all of the notes shall thereupon become due.*

The said Columbus Britton *agree ...* - - - - - - - - - - *on property, covered insured ...* - *Dollars, payable to the said* - - - - - - - - - - - - - - - - *as collateral security to said notes and to pay all taxes when due; and the said* Columbus Britton *further agrees that if* he *fail to keep the said* - *insured, or to pay any taxes as agreed, the said* E. T. Brown *, or the lawful holder of said note may have the building insured, or may pay the taxes, and in either event the amount paid shall become part of the indebtedness secured by the lien herein reserved, and shall bear interest from the date of payment. If the said* Columbus Britton *shall fail to repay any premium or taxes and interest within* One *months from the payment thereof by the said* E. T. Brown *such failure shall render all of said notes due at the expiration of such time.*

The said Columbus Britton *further agrees that if said notes become due upon any contingency hereinbefore stated, the said* E. T. Brown *or the lawful owner of said note 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 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; Third, to the satisfaction of the indebtedness secured by said vendor's lien; and last, any balance shall be paid to the said Columbus Britton *, or* his *legal representatives.*

The said Columbus Britton *further agrees that the said* E. T. Brown *may execute the power of sale herein contained without giving bond or taking oath; that the said* E. T. Brown *, or the lawful owner of any of the notes herein secured, may bid at any sale under said power; and that if the said* E. T. Brown *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* E. T. Brown *and the said* Columbus Britton *further agrees that the purchaser may re-enter and take possession of the property without hindrance or delay.*

In Witness Whereof, I *hereunto set* my *signature, this* 15, *day of* May, *1907.*

E. T. Brown.

As evidence of my *ratification and acceptance of the foregoing terms and conditions,* I, Columbus Britton *join herein, and subscribe* my *name hereto.*

This 15, *day of* May, *1907.*

Columbus his X mark Britton.

Witness:- S. B. Hogan

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, Z. T. Gibson *, a Notary Public in and for said County and State, the within named* E. T. Brown *the bargainor, with whom I am personally acquainted, and who acknowledged that* he *executed the within instrument for the purposes therein contained.*

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Witness my hand and official seal, at Nashville *Tennessee, this* 7, *day of* June, *1907.*

(seal) Z. T. Gibson. *, Notary Public.*

Received November 12th, 1907, at 1-35, P. M.

Registered Nov. 12th, 1907.

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