No. 28691

J.I.& A.W.Newson
To Deed
W.McIver

This Indenture, Made this 22nd day of December, 1900, between J.I.& A.W.Newson of the one part, and William McIver of the other part, witnesses: That J.I.& A.W.Newson have ~~he~~ this day sold and hereby convey to William McIver for the consideration of Seven Hundred & Fifty Dollars, paid and secured as hereinafter stated, the following described property, to wit: a lot on the west side of the Nolensville Pike and fronting said pike about 62 ft.and running back,between parallel lines,between the lots of .....Prim on the south and .....Scot on the north the said south line running back the same depth and the said north line running back the same debth of the Scot lot.

50 U.S.Internal Revenue Stamp. 12/22/00 50

The consideration aforesaid is paid and secured as follows: Sixty Nine $69.00 Dollars cash in hand paid and seven partial payment notes of $84.00 each and one partial payment note of $93.00,all to be paid in monthly installments of Five Dollars per month.

A lien is hereby specially reserved upon said property to secure the payment of said notes, and of any notes given in renewal thereof.

And as further security for the payment of said purchase money, it is agreed and contracted that, if the said William McIver or his heirs or assigns, should at any time be three months in default in the payment of any one or more of said notes, the said J.I.& A.W.Newson or their heirs, personal representatives or assigns, shall have the right, and the power is expressly conferred and made a part of the consideration of this Deed, to declare all of said notes to have become due and payable, to enter upon and take possession of the property herein conveyed, and after advertising the time and place of sale, in the manner now required by law in cases of Judicial Sales, to sell same at public auction to the highest bidder, for cash, and free from the equity of redemption and all martial rights, receive the purchase money, and execute a deed in fee to the purchaser. From the date of the conveyance of said land, under such sale, said William McIver and all persons holding under him, shall be the tenant or tenants of the purchaser, holding from month to month, at a rental of $5.00 per month, beginning with the day of the delivery of said Deed, payable monthly in advance, said tenancy to be terminated, at the option of said purchaser, upon ten days' notice prior to the expiration of any month.

With the proceeds of such sale, said J.I.& A.W.Newson or his heirs, representatives or assigns, shall pay all taxes which are then a lien upon the property, all proper expenses of sale, including reasonable attorneys' fees necessarily incurred, and the residue in full of said purchase money and interest, and any overplus to the said William McIver or his representatives or assigns.

It is further contracted that the said William McIver shall keep the buildings upon said land insured to the amount of $....., loss, if any, payable to J.I.& A.W.Newson as their interest may appear, and shall pay all taxes as they accrue; and if he should fail to do either, the said J.I.& A.W.Newson may pay same and add the amount so paid to the next maturing note.

The entire debt secured herein having been paid in full to me, I hereby release the lien of the lawful owner and holder thereof, I hereby release the lien on the within described property, held to secure the payment of said debt. This 3rd day of April 1901.

Attest: J.A.Sharpe Dft. Reg. Jay Myerson

The said J.I.& A.W.Newson covenants that they lawfully seized and possessed of said property; that have a good right to convey it, and that it is not encumbered; and said J.I.& A.W. Newson further covenants and bind themselves,their, ~~h~~ heirs and representatives, to warrant and defend the title to said property to the said William McIver,his, ~~h~~ heirs and assigns, against the lawful claims of all persons whomsoever.

In Witness Whereof, the said J.I.Newson and A.W.Newson hereto set their hands the date above written.

A.W.Newson.
E.C.Newson.
J.I.Newson.
H.E.Newson.

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, J.A.Sharpe, a Notary Public in and for said County and State, the within named A.W.Newson and wife,E.C.Newson,

the bargainors, with whom I am personally acquainted, and who acknowledged that they executed the within instrument for the purposes therein contained. And E.C.Newson, wife of the said A.W.Newson having personally appeared before me, privately and apart from her husband, the said E.C.Newson acknowledged the execution of said deed to have been done by her freely, voluntarily, and understanding, without compulsion or restraint from her said husband, and for the purposes therein expressed.

Witness my hand and official seal, at Nashville Tenn., this 26th day of Decamber, 1900.

(seal) J.A.Sharpe, Notary Public.

State of Tennessee,Maury County. Personally appeared before me,Geo.W.Hayes,a Notary Public in and for said County and State,the above named J.I.Newson and wife,H.E. Newson,the bargainors,with whom I am personally acquainted,and who acknowledged that they executed the above instrument for the purposes therein expressed. And H.E.Newson, wife of the said J.I.Newson having personally appeared before me,privately and apart from her husband,the said J.I.Newson acknowledged the execution of the said instrument to have been done freely,voluntarily and understandingly,without compulsion or constraint from her said husband,and for the purposes therein expressed. My commission expires January 6th,1903. Witness my hand and seal at office in Columbia,this 19th day of March,1901. (seal) G.W.Hayes,Notary Public.

Received June 25,1910,at 10:20 a.m.
Recorded June 29,1910.