Central Building and Land Co.
to
Richard Bolster et ux.

For and in Consideration *of the sum of* ($2200.00) Twenty Two Hundred and 00/100 **DOLLARS,** *paid and to be paid by* Richard Bolster and wife, Annie Bolster *as follows:* Three Hundred and 00/100 ($300.00) *Dollars, cash, the receipt of which is hereby acknowledged, and for the remainder the said* Richard Bolster and wife Annie Bolster *ha.ve executed* 60 *said promissory notes for* Twenty and 00/100 ($20.00) *Dollars each, of even date herewith, payable to the order of* Central Building & Land Company *, and bearing six per cent interest from* *, with lien retained on the property herein conveyed to secure their payment. The first one of said notes falls due* July 20,1909 *and the others* monthly *thereafter, until all are paid*

Central Building and Land Company

have bargained and sold, and by these presents do transfer and convey unto the said

Richard Bolster and Annie Bolster, thair

heirs and assigns, a certain tract or parcel of land in Davidson *County, State of Tennessee, as follows:*

Being lot No.139 in Sharpe and Horn's Second Addition which plan is of record in Book No.151,page 53,of the Register's office of Davidson County,Tennessee,Said lot No.139 fronts 50 feet on the west side of North Second Street,and runs back,between parallel lines, 145 feet to an alley. The first one of said monthly payment notes is for the sum of $26.00 and each succeeding note respectively thereafter is for an amount 10 cents less than the preceding note,thus making the last note and interest,$26.10. None of these notes bear interest,as the interest is computed and added in the face of each note. The above mentioned $700.00 note is due in five years,and is first or prior lien to all the other notes,bearing interest at the rate of 6%,payable in the interest notes of $21.00 each,due in (6) six,(12) twelve,(18) eighteen,(24) twenty four,(30) thirty,(36) thirty six,(42) forty two,(48) forty eight,(54) fifty four and (60) sixty months respectively,from date.

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 Bolster and wife, Annie Bolster, thair *heirs and assigns forever. And* We *do covenant with the said* Richard Bolster and wife, Annie Bolster *that* We are *lawfully seized and possessed of said land in fee simple, have a good right to convey it, and the same is unencumbered*

And We *do further covenant and bind* Central Building and Land Company, its *heirs and representatives to warrant and forever defend the title to said land to the said* Richard Bolster and wife, Annie Bolster, 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 Richard Bolster and wife, Annie Bolster *and* Central Building and Land Company *that if any of said notes shall at any time be unpaid, either in whole or in part,* three *months after maturity, all of the notes shall thereupon become due.*

The said Richard Bolster and wife, Annie Bolster *agree* to keep the improvements *on property conveyed insured to the amount of* One Thousand and 00/100 *Dollars, payable to the said* Central Building and Land Company *as collateral security to said notes, and to pay all taxes when due; and the said* Richard Bolster and wife, Annie Bolster *further agree that if they fail to keep the said* improvements *insured, or to pay any taxes as agreed, the said* Central Building & Land Company *, or the lawful holder of said notes, 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* Richard Bolster and wife, Annie Bolster *shall fail to repay any premium or taxes and interest within* three *months from the payment thereof by the said* Central Building & Land Company *such failure shall render all of said notes due at the expiration of such time.*

The said Richard Bolster and wife, Annie Bolster *further agree that if said notes become due upon any contingency hereinbefore stated, the said* Central Building and Land 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 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 Richard Bolster and wife, Annie Bolster *, or* their *legal representatives.*

The said Richard Bolster and wife, Annie Bolster *further agree that the said* Central Building and Land Company *may execute the power of sale herein contained without giving bond or taking oath; that the said* Central Building and Land Company *, or the lawful owner of any of the notes herein secured, may bid at any sale under said power; and that if the said* Central Building and Land Company *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* Central Building and Land Company *, and the said* Richard Bolster and wife, Annie Bolster. *further agree that the purchaser may re enter and take possession of the property without hindrance or delay.*

In Witness Whereof, We *hereunto set* our *signature s, this* 28th. *day of* May, 1909.

(Seal) Central Building and Land Company,
By C.F.Sharpe,President.
Attest: W.L.Horn,Secretary.

As evidence of our *ratification and acceptance of the foregoing terms and conditions,* We, Richard Bolster and wife, Annie Bolster *join herein, and subscribe* our *name s, this* 28th. *day of* May, 1909.

R.Bolster.
Annie Bolster

STATE OF TENNESSEE. Davidson COUNTY.

Personally appeared before me, T.W.Crutcher *, a Notary Public in and for said County and State, the within named* C.F.Sharpe and W.L.Horn, with whom I am personally acquainted, and who, upon oath, acknowledged themselves to be President and Secretary, respectively, of the Central Building *the bargainor , with whom I am personally acquainted, and who acknowledged that executed the within instrument for the purposes therein contained.*

and Land Company, the within named bargainor, a corporation, and they as such President and Secretary, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation, by said President, attested by said Secretary.

acknowledged the execution of the said instrument to have been done by freely, voluntarily, and understandingly, without compulsion or constraint from said husband , and for the purposes therein expressed.

Witness my hand and official seal, at office, in Nashville *Tennessee, this* 29th. *day of* May, 1909.

(Seal) T.W.Crutcher., *Notary Public.*

Received May 29,1909, at 12.32 P.M.
Recorded May 31,1909.