No.26748 Julia Ann Jordan To/Deed J.S.Sullivan D.W.DeMoss.

For ~~and in~~ Consideration of the sum of Six Hundred ($600.00) DOLLARS,

paid and to be paid by J.S.Sullivan and D.W.Demoss as follows:

~~Dollars, cash, the receipt of which is hereby acknowledged, and for the remainder the said~~ J.S.Sullivan and D.W.Demoss have executed three promissory note ~~six~~ (1) note for $100.00, the other (2) notes / Two Hundred and Fifty ($250.00) Dollars each, of even date herewith, payable to the order of Julia Ann Jordan and bearing six per cent interest from date, with lien retained on the property herein conveyed to secure their payment. The first one of said notes falls due October 28th, 1906 and the others one on February 28, 1907 and the other one February 28, 1908 thereafter, ~~until all are paid~~

I, Julia Ann Jordan (a widow), have bargained and sold, and by these presents do transfer and convey unto the said J.S.Sullivan and D.W.Demoss, their heirs and assigns, a certain tract or parcel of land in Davidson County, State of Tennessee, as follows:

Situate in Hurrican Hollow at the head of Indian Creek, bounded as follows: on the north by the lands of Jossie Jordan and Mrs.Emily Davis (now Hulme); on the east by the lands of F.G.Sullivan (formerly owned by D.Demoss and A.D.Burt; on the south by the land of S.C.Demoss; and on the west by the land of L.P.Watkins, containing 65 acres, more or less; and being part of the 306 acre tract of land conveyed to Julia Ann Jordan by deed of W.E.Watkins, John Overton, Jr., Lillie W.Overton, O.Ewing, Jr., and Irene Ewing, and Jane Watkins. This land is in the 12th Dist.

The entire debt secured herein has been paid in full to the lawful owner and holder thereof, and I hereby release the lien on the within described property. Witness my hand this 21 day of Sept 1914. Z.T.Jordan
Attest: [illegible] *Deb. 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 J.S.Sullivan and D.W.Demoss, their heirs and assigns forever. And I do covenant with the said J.S.Sullivan and D.W.Demoss, 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 I do further covenant and bind myself, my heirs and representatives to warrant and forever defend the title to said land to the said J.S.Sullivan and D.W.Demoss, 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 J.S.Sullivan and D.W.Demoss and Julia Ann Jordan that if any of said notes shall at any time be unpaid, either in whole or in part, after months after maturity, all of the notes shall thereupon become due.

The said agree to keep the on property conveyed insured to the amount of Dollars, payable to the said The purchasers agree ~~as collateral security to said note~~, ~~and~~ to pay all taxes when due; and the said purchasers further agree that if they fail ~~to keep the said insured, or~~ to pay any taxes as agreed, the said Julia Ann Jordan, 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 purchasers shall fail to repay any ~~premium or~~ taxes and interest within two months from the payment thereof by the said Julia Ann Jordan such failure shall render all of said notes due at the expiration of such time.

The said J.S.Sullivan and D.W.Demoss further agree that if said notes become due upon any contingency hereinbefore stated, the said Julia Ann Jordan 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 J.S.Sullivan & D.W.Demoss or their legal representatives.

The said J.S.Sullivan & D.W.Demoss further agree that the said Julia Ann Jordan may execute the power of sale herein contained without giving bond or taking oath; that the said Julia Ann Jordan or the lawful owner of any of the notes herein secured, may bid at any sale under said power; and that if the said Julia Ann Jordan 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 Julia Ann Jordan, and the said J.S.Sullivan & D.W.Demoss further agree that the purchaser may re enter and take possession of the property without hindrance or delay. The taxes for 1906 are to be paid by Julia Ann Jordan.

In Witness Whereof, I hereunto set my signature, this 28th day of August, 1906.

Julia Ann (her X mark) Jordan.

Witness: R.L.Kennedy.
Z.T.Jordan.

~~As evidence of ratification and acceptance of the foregoing terms and conditions, [...] herein, and subscribe name hereto.~~

~~This day of 190~~

STATE OF TENNESSEE, Davidson COUNTY.

Personally appeared before me, R.L.Kennedy, a Notary Public in and for said County and State, the within named Julia Ann Jordan the bargainor, with whom I am personally acquainted, and who acknowledged that they executed the within instrument for the purposes therein contained.

~~And wi of the said having appeared before me, privately and apart from husband, the said 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 Tennessee, this 28th day of August, 1906.

(seal) R.L.Kennedy, Notary Public.

Received April 2,1910, at 11:10 a.m.
Recorded April 8,1910.

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