No.28651 P.G.Hocutt et ux To/Deed Julius Campbell

For and in Consideration of the sum of Nine Hunded ($900.00) DOLLARS, paid and to be paid by Julius Campbell and wife,Mary Ann Campbell as follows: One Hundred (100) & no/100 Dollars, cash, the receipt of which is hereby acknowledged, and for the remainder the said Julius Campbell and wife,Mary Ann Campbell have executed 80 promissory notes for Ten ($10.00) Dollars each, of even date herewith, payable to the order of W.R.Bryan,Trustee, 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 7th day of July,1910 and the others on the 7th day of each succeeding month thereafter, until all are paid

F.G.Hocutt and wife,Mrs.E.E.Hocutt,and W.R.Bryan and wife,Loulie M.Bryan

have bargained and sold, and by these presents do transfer and convey unto the said Julius Campbell and wife,Mary Ann Campbell,their heirs and assigns, a certain tract or parcel of land in Davidson County, State of Tennessee, as follows:

A certain tract or parcel of land,situate in the Nineteenth Ward of of the City of Nashville,Tennessee(formerly the Eighteenth Civil District of Davidson County,Tennessee;known as lot No.185 in Block No. 1 of the Plan of F.O.Beagley's McFerrin Addition to East Nashville-the plan of which is duly recorded in Plan Book No.57,page 136,R.O.D.C. Said lot No.185 fronts seventy-seven (77) feet on the west side of Myrtle Street;and runs back 150 feet,between parallel lines to a 15 foot alley;and being the same property conveyed to W.R.Bryan by warranty deed of F.O.Beagley which is of record in Book No.143, page 288,R.O.D.C., to which reference is here made for more particular description: and being the same property conveyed by warranty deed of W.R.Bryan to Mrs.E.E.Hocutt,said deed being of record in Book No.255,page 13,R.O.D.C.

The matter shall remain herein because been paid in full in the lawful owner and holder thereof, hereby release the lien on the herein described property, duly to secure the payment of said debt. This 23 day of June 1910 W.R.Bryan

To Have and to Hold the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said Julius Campbell and wife,Mary Ann Campbell,their heirs and assigns forever. And We do covenant with the said Julius Campbell and wife,Mary Ann Campbell 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 our heirs and representatives to warrant and forever defend the title to said land to the said Julius Campbell and wife,Mary Ann Campbell,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 F.G.Hocutt and wife,Mrs.E.E.Hocutt wife,Mary Ann Campbell, and W.R.Bryan and wife,Loulie M.Bryan and Julius Campbell and that if any of said notes shall at any time be unpaid, either in whole or in part, three (3) months after maturity, all of the notes shall thereupon become due.

The said Julius Campbell and wife,Mary Ann Campbell agree to keep the house,barn and fences on property conveyed insured to the amount of Five Hundred ($500.00) & no/100 Dollars, payable to the said W.R.Bryan,Trustee as collateral security to said notes, and to pay all taxes when due; and the said Julius Campbell and Mary Ann Campbell further agree that if they fail to keep the said house,barn and fences insured, or to pay any taxes as agreed, the said W.R.Bryan,Trustee, 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 Julius Campbell and Mary Ann Campbell shall fail to repay any premium or taxes and interest within two months from the payment thereof by the said W.R.Bryan,Trustee such failure shall render all of said notes due at the expiration of such time.

The said Julius Campbell and wife,Mary Ann Campbell further agree that if said notes become due upon any contingency hereinbefore stated, the said W.R.Bryan,Trustee 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 Julius Campbell and wife,Mary Ann Campbell, or their legal representatives.

The said Julius Campbell and Mary Ann Campbell further agree that the said W.R.Bryan,Trustee may execute the power of sale herein contained without giving bond or taking oath; that the said W.R.Bryan, Trustee, or the lawful owner of any of the notes herein secured, may bid at any sale under said power; and that if the said W.R.Bryan,Trustee 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 W.R.Bryan,Trustee, and the said Julius Campbell & Mary Ann Campbell 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 signatures this 7th day of June,1910.

Mrs.E.E.Hocutt.
P.G.Hocutt.
W.R.Bryan.Mrs.Loulie M.Bryan.

As evidence of their ratification and acceptance of the foregoing terms and conditions, Julius Campbell and wife,Mary Ann Campbell join herein, and subscribe their names hereto. This ____ day of June,1910.

Julius Campbell.
Mary Ann Campbell.

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STATE OF ~~TENNESSEE~~. Harrison COUNTY.

Personally appeared before me, Z.T.Champlin, a Notary Public in and for said County and State, the within named P.G.Hocutt and wife,Mrs.E.E.Hocutt the bargainors, with whom I am personally acquainted, and who acknowledged that they executed the within instrument for the purposes therein contained.

And Mrs.E.E.Hocutt, wife of the said P.G.Hocutt having appeared before me, privately and apart from her husband, the said Mrs.E.E.Hocutt acknowledged the execution of the said instrument to have been done by her freely, voluntarily, and understandingly, without compulsion or constraint from her said husband, and for the purposes therein expressed.

Witness my hand and official seal, at Biloxi,Mississippi this 7th day of June,1910.

(seal) Z.T.Champlin, Notary Public.

State of Tennessee,Davidson County. Personally appeared before me,W.B.Paul,a Notary Public in and for said County,and State,the within named W.R.Bryan and wife,Loulie M.Bryan,and Julius Campbell & wife,Mary Ann Campbell,the bargainors,with whom I am personally acquainted,and who acknowledged that they executed the within instrument for the purposes therein contained. And Loulie M.Bryan & Mary Ann Campbell,wives of the said W.R.Bryan & Julius Campbell having appeared before me,privately and apart from their husbands,the said Loulie M. Bryan & Mary Ann Campbell acknowledged the execution of the said instrument to have been done by them freely,voluntarily and understandingly,without compulsion or constraint from their said husbands,and for the purposes therein expressed. Witness my hand and official seal,at Nashville,Tennessee,this 22nd day of June,1910. (seal) W.B.Paul,Notary Public.

Received June 23,1910,at 1:20 p.m.
Recorded June 27,1910.