87 No.31074 C.H.Benedict et ux To/Deed David Shane

FOR AND IN CONSIDERATION of the sum of ($2750.00) twenty-seven hundred and fifty DOLLARS, paid and to be paid by Davidson Shane & wife,Sarah Shane as follows: one hundred ($100.00) Dollars, cash, the receipt of which is hereby acknowledged, and for the remainder the said David & Sarah Shane ha Ve executed 105 promissory notes for one for $50.00 & 104 for $25.00 Dollars each, of even date herewith, payable to the order of C.H.Benedict, 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 15,1910, and the others on the 15th of each succeeding month thereafter, until all are paid we,C.H.Benedict & wife,Elizabeth H.Benedict have bargained and sold, and by these presents do transfer and convey unto the said David Shane and wife,Sarah Shane, their heirs and assigns, a certain tract or parcel of land in Davidson County, State of Tennessee, as follows :

Being the southerly 30 feet of lot No.68 & the northerly 30 feet of lot No.69 of Thomas Harding's First Addition to Nashville,Tennessee,fronting together,60 feet on the westerly side of Clay street,now 12th Avenue,North;and running back,between parallel lines,160 feet to an alley. See plan in Book No.19,page 241,of the Register's office of Davidson County,Tennessee.

The entire debt secured herein having been paid in full to [illegible] 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 22 day of Sept 1924
Attest J.H.Blackburn Dep Reg
C.H.Benedict

To Have and to Hold the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said David Shane and wife,Sarah Shane, their heirs and assigns forever. And We do covenant with the said David Shane and wife,Sarah Shane 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 ourselves,our heirs and representatives to warrant and forever defend the title to said land to the said David Shane and wife,Sarah Shane,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 C.H.Benedict and David Shane and wife,Sarah Shane 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.

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The said David & Sarah Shane agree s to keep the improvements on the on property conveyed insured to the amount of Two Thousand ($2000.00) Dollars, payable to the said C.H.Benedict as collateral security to said notes, and to pay all taxes when due; and the said David & Sarah Shane further agree that if they fail to keep the said improvements insured, or to pay any taxes as agreed, the said C.H.Benedict, 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 hereinreserved, and shall bear interest from the date of payment. If the said Shanes shall fail to repay any premium or taxes and interest within two months from the payment thereof by the said C.H.Benedict such failure shall render all of said notes due at the expiration of such time.

The said David & Sarah Shane further agree that if said notes become due upon any contingency hereinbefore stated, the said C.H.Benedict 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 Shanes, or their legal representatives.

The said David & Sarah Shane further agree that the said C.H.Benedict may execute the power of sale herein contained without giving bond or taking oath; that the said C.H.Benedict, or the lawful owner of any of the notes herein secured, may bid at any sale under said power; and that if the said C.H.Benedict 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 C.H.Benedict, and the said David & Sarah Shane 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 15th day of September,1910.

C.H.Benedict.

Elizabeth H.Benedict

As evidence of our ratification and acceptance of the foregoing terms and conditions, we, David and Sarah Shane join herein, and subscribe our names hereto.

This ____ day of _____ 190_

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 C.H.Benedict and wife,Elizabeth H.Benedict

the bargainorS, with whom I am personally acquainted, and who acknowledged that they executed the within instrument for the purposes therein contained.

And Elizabeth H.Benedict,wife of the said C.H.Benedict having appeared before me, privately and apart from her husband, the said Elizabeth H.Benedict 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 Nashville Tennessee, this 11th day of October,1910.

Seal. J.A.Sharpe, Notary Public.

Received October 15,1910,at 11:30 a.m.
Recorded October 22,1910.