No.32270 C.F.Cox et ux To/Deed Jas.L.Wilson

FOR AND IN CONSIDERATION of the sum of five hundred and fifty ($550.00) DOLLARS, paid and to be paid by Jas.L.Wilson as follows: forty ($40.00) Dollars, cash, the receipt of which is hereby acknowledged, and for the remainder the said Jas.L.Wilson has executed 51 promissory notes for ten ($10.00) Dollars each, of even date herewith, payable to the order of C.F.Cox, and bearing six per cent interest from this date Dec.9/10 with lien retained on the property herein conveyed to secure their payment. The first one of said notes falls due January 9th 1911, and the others on the ninth of each month thereafter thereafter, until all are paid we, C.F.Cox and wife, Annie T.Cox have bargained and sold, and by these presents do transfer and convey unto the said Jas.L.Wilson, his heirs and assigns, a certain tract or parcel of land in Davidson County, State of Tennessee, as follows:

Being a part of lot marked "Lester lot "B" on the plan of the real estate of Samuel Watkins, deceased, as of record in Book No.57, page 13 of the Register's office for said County. Said part of said lot "B" begins at the westerly margin of an alley - the said alley parallel and 180 feet eastwardly from 16th Avenue North, formerly Park street, - at a point 27 feet southwardly from the southerly margin of the first alley 110 feet southwardly from and parallel to Clinton Street; thence with said first named alley southwardly 51 feet; thence at right angles westwardly 88 feet; thence at right angles northwardly 44-1/2 feet; thence at right angles eastwardly 8-1/2 feet; thence at right angles southwardly 1-1/2 feet; thence at right angles eastwardly 32-1/2 feet; thence at right angles northwardly 8 feet; thence at right angles eastwardly 47 feet to the beginning.

To Have and to Hold the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said Jas.L.Wilson, his heirs and assigns forever. And we do covenant with the said Jas.L.Wilson 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 Jas.Wilson, his 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.F.Cox and wife, Annie T.Cox and Jas.L.Wilson and wife, Eliza Wilson 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 Jas.L.Wilson and wife, Eliza Wilson agree to keep the buildings on property conveyed insured to the amount of $300.00 Dollars, payable to the said C.F.Cox as collateral security to said notes, and to pay all taxes when due; and the said Jas.L.Wilson and wife, Eliza Wilson further agree that if they fail to keep the said buildings insured, or to pay any taxes as agreed, the said C.F.Cox, 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 Jas.L.Wilson and Eliza Wilson shall fail to repay any premium or taxes and interest within two months from the payment thereof by the said C.F.Cox such failure shall render all of said notes due at the expiration of such time.

The said Jas.L.Wilson and Eliza Wilson further agree that if said notes become due upon any contingency hereinbefore stated, the said C.F.Cox 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 Jas.L.Wilson and Eliza Wilson, or their legal representatives.

The said Jas.L.Wilson and Eliza Wilson further agree that the said C.F.Cox may execute the power of sale herein contained without giving bond or taking oath; that the said C.F.Cox, 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.F.Cox 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.F.Cox, and the said Jas.L.Wilson and Eliza Wilson 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 9th day of December, 1910.

C.F.Cox.

Annie T.Cox

As evidence of our ratification and acceptance of the foregoing terms and conditions, we, Jas.L.Wilson and wife, Eliza Wilson join herein, and subscribe our name s hereto.

This 9th day of December, 1910.

Witness: F.C.Davegan

his
Jas.L.X Wilson.
mark

Eliza Wilson.

STATE OF TENNESSEE. DAVIDSON COUNTY.

Personally appeared before me, Geo.I.Waddey, a Notary Public in and for said County and State, the within named C.F.Cox and Jas.L.Wilson and wife, Eliza Wilson, the bargainors, with whom I am personally acquainted, and who acknowledged that they executed the within instrument for the purposes therein contained.

And Eliza Wilson, wife of the said Jas.L.Wilson having appeared before me, privately and apart from her husband, the said Eliza Wilson 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 15th day of December, 1910.

Seal. Geo.I.Waddey, Notary Public.

State of Tennessee, Rutherford County. Personally appeared before me, Jesse W.Sparks, a Notary Public in and for said County and State, the within named Mrs.Annie T.Cox, the bargainor, with whom I am personally acquainted, and who acknowledged that she executed the within printed and type written instrument for the purposes therein contained. And said Mrs.Annie T.Cox, wife of C.F.Cox, having personally appeared before me, privately and apart from her husband, the said Mrs.Annie T.Cox acknowledged the execution of 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 Murfreesboro, Tennessee, this 15th day of December, 1910. Seal. Jesse W.Sparks, Notary Public.

Received December 19, 1910, at 1:56 p.m.

Recorded December 24, 1910.