36511

David. Lowenheim. Trustee.

To Deed R. & Zinsk.

Recorded July 20. 1911

For and in Consideration of the Sum of Seventeen hundred and Thirty Two dollars and fifty Cents ($1732.50) Paid and to be paid by R. & Zinsk. to David Lowenheim. Trustee. as follows: Ten hundred and fifty Dollars. ($1050.00) Paid in Cash. The Receipt whereof is hereby acknowledged. and for the remainder. The said R. & Zinsk has executed his Thirty notes of even date herewith for $21.75. Payable to the order of himself and endorsed by him in blanck the first note falls due August 1st 1911. and the Others. on the first of each Consecutive month there after. until all are paid With a lien retained on the property herein Conveyed to Secure their payments; I. David Lowenheim, Trustee. have bargained and Sold and by these presents do hereby Transfer and Convey. unto the said R. & Zinsk. and his wife B. L. Zinsk. their heirs and assigns, a certain tract or parcel of Land in Davidson County. State of Tennessee as follows; Lot # 25. in Williams and Valentines, Subdivision of Lots Nos. 3 & 4 of the Woodard Property. a Plan of which Subdivision is of Record in Book. No. 2. Page. 93. Ch. Co. Reg. Court at Nashville. Said Lot # 25. fronts 50. feet on the Easterly Side of Woodard Avenue and runs back between parallel lines 150 feet to an unnamed Street or Alley. The said R. & Zinsk and Wife. have this day executed a deed of Trust. to J. H. Harriman as Trustee on the within property to Secure the payment of a note for $1000.00 dated July 6th 1911. and due in Three years after date with interest payable Semi annually for which interest notes have also been executed, all of said notes are payable to the order of Mrs Ben Rauch. Said $1000.00. was borrowed for the purpose of making the cash payment on the property herein purchased by. said R. & Zinsk and wife. and it is understood that that the lien of said deed of Trust shall have priority over the lien herein retained to Secure the payment of the thirty deferred purchase money notes. It being understood that the lien retained to Secure the deferred Purchase money notes shall be Secondary to the deed of trust made to Secure said $1000.00, 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 Lowenheim. Trustee his heirs and assigns forever. and I do Covenant with the said R. & Zinsk and B. L. Zinsk that I am lawfully seized and possessed of said Land in fee simple have a good right to Convey it and the same is unincumbered 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 R. & Zinsk and B. L. Zinsk their heirs and assigns against the lawful

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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 David Lowenheim and R. & Zinsk and B. L. Zinsk that if any of said notes shall at any time be unpaid either in whole or in Part. three months after maturity. all of said notes. shall thereupon become due. The said R. & Zinsk and B. L. Zinsk agree to keep the buildings on said property Conveyed insured to the amount of $1000.00. Payable to the said David. Lowenheim. Trustee. as Collateral security to said notes and to Pay all taxes when due; and the said R. & Zinsk, and B. L. Zinsk further agree that if they fail to keep the said buildings insured or to Pay any taxes as agreed the said David. Lowenheim. Trustee or the Lawful holder of said notes may have the buildings insured or may pay the taxes, and in either Went 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 R. & Zinsk and B. L. Zinsk, shall fail to Pay any premiums or taxes and interest within two months from the Payment thereof by the said David Lowenheim Trustee The said R. & Zinsk. and B. L. Zinsk further agree that if said notes become due upon any Contingency hereinbefore Stated. The said David. Lowenheim 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 the 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. 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. 1st To the Payment of any taxes that may be a lien on the Property. 2nd. To the payment of all expenses incident to advertising and Selling. 3rd. To the Satisfaction of the indebtedness Secured by said Vendors lien; and last any Balance shall be Paid to the said R. & Zinsk. and B. L. Zinsk, or their Legal representatives The said R. & Zinsk and B. L. Zinsk further agree that the said David. Lowenheim. Trustee. may execute the power of Sale herein Contained without giving bond or taking Oath; The said David. Lowenheim. 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 David Lowenheim Trustee be

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