273 No.45859. W.T.Selley et al to/deed John Rucker et ux

FOR AND IN CONSIDERATION of the sum of twelve hundred,ninety eight and no/100 DOLLARS, paid and to be paid by John Rucker and wife Nancy Rucker as follows:

fifty and n/100 Dollars, cash, the receipt of which is hereby acknowledged, and for the remainder the said John Rucker and wife Nancy Rucker

have executed 99 promissory notes for $12.50 each and one the last for $10.50

Dollars each, of even date herewith, payable to the order of W.T.Selley and W.A.Puston, and bearing six per cent interest from date hereof, with lien retained on the property herein conveyed to secure their payment. The first one of said notes falls due Sept.1st,1912 and the others one on the first day of each subsequent month thereafter, until all are paid

We,W.T.Selley and wife Callie Selley and W.A.Puston and wife Leona Puston have bargained and sold, and by these presents do transfer and convey unto the said John Rucker and wife Nancy Rucker their heirs and assigns, a certain tract or parcel of land in Davidson County, State of Tennessee, as follows:

Being lot no.214 in the addition called the Town of McGavock,formerly in the 13th civil district of daid Davidson County,The plan of which is of record in book _ page _ of the registers office for said Davidson County.Said lot no.214 fronts 50 feet on the east side of 14th avenue,northerly formerly Alberta avenue and extends back between parallel lines 170 feet to an alley,and being the same property conveyed to W.A.Puston and W.T.Selley from Burrell Hassett and wife Marie Avril and Fred Avril by deed of record in book no.425 page 153 of the registers office for said Davidson County.

The entire debt secured herein having been paid to [illegible] the [illegible] thereof, [illegible] hereby release the lien on the within described property held to secure the payment of said debt. This 14th day of April, 1913.

Witness: [illegible]

Printed Rules Observed by Chas. F. Vardell

To Have and to Hold the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said John Rucker and wife Nancy Rucker their heirs and assigns forever. And we do covenant with the said John & Nancy Rucker 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 John & Nancy Rucker 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 W.T.Selley and wife Callie Selley and W.A.Puston and wife Leona Puston and John Rucker and wife nancy Rucker that if any of said notes shall at any time be unpaid, either in whole or in part, one months after maturity, all of the notes shall thereupon become due.

The said John and Nancy Rucker agree to keep the building on property conveyed insured to the amount of five hundred and no/100 Dollars, payable to the said W.T.Selley and W.A.Puston as collateral security to said notes, and to pay all taxes when due; and the said John & Nancy Rucker further agree that if they fail to keep the said building insured, or to pay any taxes as agreed, the said W.T.Selley and W.A.Puston, 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 John & Nancy Rucker shall fail to repay any premium or taxes and interest within two months from the payment thereof by the said W.T.Selley and W.A.Puston such failure shall render all of said notes due at the expiration of such time.

The said John & Nancy Rucker further agree that if said notes become due upon any contingency hereinbefore stated, the said W.T.Selley and W.A.Puston 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 John & Nancy Rucker, or their legal representatives.

The said John & Nancy Rucker further agree that the said W.T.Selley and W.A.Puston may execute the power of sale herein contained without giving bond or taking oath; that the said W.T.Selley and W.A.Puston, 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.T.Selley and W.A.Puston or either of them 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.T.Selley and W.A.Puston or either of them, and the said John & Nancy Rucker 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 signature, this 3rd day of August 1912.

W.T.Selley Leona Puston

Callie Selley W.A.Puston

As evidence of our ratification and acceptance of the foregoing terms and conditions, we,John Rucker and wife Nancy Rucker join herein, and subscribe our name hereto.

This 3rd day of August 1912.

John Rucker

Nancy Rucker

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appered before me, T.V.Ellis, a Notary Public in and for said County and State, the within named W.T.Selley and wife Callie Selley,and W.A.Puston and wife Leona Puston and John Rucker and wife Nancy Rucker, the bargainor s, with whom I am personally acquainted, and who acknowledged that they executed the within instrument for the purposes therein contained.

And Callie Selley,Leona Puston and Nancy Rucker wives of the said W.T.Selley,W.A.Puston and John Rucker having appeared before me, privately and apart from their husband s the said Callie Selley,Leona Puston and Nancy Rucker acknowledged the execution of the said deed instrument to have been done by them freely, voluntarily, and understandingly, without compulsion or constraint from their said husband s and for the purposes therein expressed.

Witness my hand and official seal, at Nashville, Tennessee, this 3rd day of August 1912.

(seal) T.V.Ellis, Notary Public.

Received Sept.11th,1912 at 10:30 A.M

recorded Sept.12th,1912.

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