No.46707 Warren B.Sloan to/deed Dallas V.Johnson

FOR AND IN CONSIDERATION of the sum of eight hundred and no/100 c($800.00) DOLLARS, paid and to be paid by Dallas V.Johnson as follows: two hundred and seventy five ($275.00) Dollars, cash, the receipt of which is hereby acknowledged, and for the remainder the said Dallas V.Johnson has executed his (3) promissory notes for one hundred and seventy five ($175.00) Dollars each, of even date herewith, payable to the order of Warren B.Sloan, with lien retained on the property herein conveyed to secure their payment, and bearing six per cent interest from date payable semi-annually and the others Oct.7th,1914.and Oct.7th,1915. thereafter, until all are paid

WE,Warren B.Sloan and wife Emma D.Sloan have bargained and sold, and by these presents do transfer and convey unto the said Dallas V.Johnson heirs and assigns, a certain tract or parcel of land in Davidson County, State of Tennessee, as follows:

Being that part of block A in plan p.2 of West Nashville,which is of record in book 57 page 172 lying in the south of Centennial Boulevard described as follows: Beginning at the northwest corner of Louisiana avenue and 49th ave.W (formerly 7th street) thence with northerly margin of Louisiana avenue westerly 320 feet to the easterly margin of 49th avenue N.(formerly 8th street) thence with said margin northerly 64 feet to the southerly margin of Centennial Boul,or ave.thence with the southerly margin of said avenue easterly 352 feet to the westerly margin of 48th avenue N.thence with the westerly margin of said avenue southerly 169 feet,more or less,to the beginning.being part of land conveyed, to me,Warren B.Sloan by deed recorded in book _ page _ R.O.D.,D.to which reference is here made.Also part of block B.in plan above mentioned described true.Beginning at the northwest corner of Louisiana avenue and 49th avenue N.thence with the westerly margin of said 49th avenue northerly 71.3 feet to the southerly margin of Centennial avenue Boulevard;thence with said margin westerly 278.5 feet to the northerly margin of Louisiana avenue;thence with the northerly margin of said avenue easterly 264.5 feet to the beginning.

The entire deed recorded herein having been paid in full to date, the lien hereby retained and held thereby, is hereby released and the within described property, title to vest in the payment of said debt. This 13th day of March 1913. Dallas V.Johnson By Jno.Leathers Mgr.Leathers Real Est.Co.

To Have and to Hold the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said Dallas V.Johnson his heirs and assigns forever. And We do covenant with the said Dallas V.Johnson 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 Dallas V.Johnson 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 Warren B.Sloan and wife Dallas V.Johnson and that if any of said notes shall at any time be renewed, either in whole or in part, for months after maturity, all of the notes shall thereupon become due.

The said Dallas V.Johnson agree to keep the on property conveyed insured to the amount of Dollars, payable to the said as collateral security to said notes, and to pay all taxes when due; and the said further agree that if fail to keep the said insured, or to pay any taxes as agreed, the said , 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 shall fail to repay any premium or taxes and interest within months from the payment thereof by the said such failure shall render all of said notes due at the expiration of such time.

The said Dallas V.Johnson further agree s that if said notes become due upon any contingency hereinbefore stated, the said Warren B.Sloan 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 Dallas V.Johnson , or his legal representatives.

The said Dallas V.Johnson further agree s that the said Warren B.Sloan may execute the power of sale herein contained without giving bond or taking oath; that the said Warren B.Sloan , or the lawful owner of any of the notes herein secured, may bid at any sale under said power; and that if the said Warren B.Sloan 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 Warren B.Sloan , and the said Dallas V.Johnson further agree s that the purchaser may re-enter and take possession of the property without hindrance or delay.

In Witness Whereof, We hereunto set our signature s this 7th day of October 1912.

Warren B Sloan

Emma D.Sloan

As evidence of my ratification and acceptance of the foregoing terms and conditions, I,Dallas V.Johnson join herein, and subscribe my name hereto.

This 7th day of October 1912.

Dallas V.Johnson

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appered before me, F.P.Lovell , a Notary Public in and for said County and State the within named Warren B.Sloan and wife Emma D.Sloan the bargainor s with whom I am personally acquainted, and who acknowledged that they executed the within instrument for the purposes therein contained.

And Emma D.Sloan wife of the said Warren B.Sloan having appeared before me privately and apart from her husband , the said Warren B.Sloan, she acknowledged the execution of the said attached 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 10th day of October 1912.

(seal) F.P.Lovell , Notary Public.

Received Oct.17th,1912 at 10:47 A.M.

Recorded Oct.18th,1912.