No. 51414. E.T.Brown to/deed Stephen Franklin et ux

FOR AND IN CONSIDERATION of the sum of $280.00 two hundred and eighty DOLLARS, paid and to be paid by Stephen Franklin and wife Martha Franklin as follows: five Dollars, cash, the receipt of which is hereby acknowledged, and for the remainder the said Stephen Franklin and wife Martha Franklin

ha ve executed 55 promissory notes ..... for ... ($5.00) five

Dollars each, of even date herewith, payable to the order of E.T.Brown ~~, and bearing six per cent interest from~~ without interest , with lien retained on the property herein conveyed to secure their payment. The first one of said notes falls due July 14th,1907 and the others on the 14th day of each month thereafter, until all are paid

I,E.T.Brown (unmarried)

have bargained and sold, and by these presents do transfer and convey unto the said Stephen Franklin and wife Martha Franklin & their heirs and assigns, a certain tract or parcel of land in Davidson County, State of Tennessee, as follows:

Being part of lot no.7,8 & 9 in J.H.Dews plan as of record in Book 57 page 154 R.O.D.C. and described as follows: Beginning at a point on the west side of 8th street 80 feet north from Dews street, running thence north forty (40) feet;thence back between parallel lines 150 feet to an alley.

Jno. R. Dew Jr. Reg.

By ett Klapke

To Have and to Hold the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said Stephen Frank___ andwife Martha Franklin their heirs and assigns forever. And I do covenant with the said Stephen Franklin and wife Martha Franklin that I am lawfully seized and possessed of said land in fee simple, have a good right to convey it, and the same is unencumbered

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 Stephen Franklin and wife Martha Franklin 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 Stephen Franklin and wife Martha Franklin and E.T.Brown that if any of said notes shall at any time be unpaid, either in whole or in part, 2 months after maturity, all of the notes shall thereupon become due

The said Stephen and Martha Franklin 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 Stehpen and Martha Franklin further agree ... that if they fail ... to keep the ~~said~~ ~~insured, or~~ to pay ~~any taxes~~ as agreed, ~~the said~~ E.T.Brown , 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 Stephen and Martha Franklin shall fail to repay any premium or taxes and interest within two months from the payment thereof by the said E.T.Brown such failure shall render all of said notes due at the expiration of such time.

The said Stephen and Martha Franklin further agree ... that if said notes become due upon any contingency hereinbefore stated, the said E.T.Brown 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 Stephen and Martha Franklin ....., or their legal representatives.

The said Stephen and Martha Franklin further agree.s that the said E.T.Brown may execute the power of sale herein contained without giving bond or taking oath; that the said E.T.Brown ..., or the lawful owner of any of the notes herein secured, may bid at any sale under said power; and that if the said E.T.Brown 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 E.T.Brown , and the said Stephen and Martha Franklin further agree s... that the purchaser may re-enter and take possession of the property without hindrance or delay.

In Witness Whereof, I hereunto set my signature..., this 22nd day of June 1907.

E.T.brown

As evidence of my ratification and acceptance of the foregoing terms and conditions, I,Stephen Franklin join herein, and subscribe my name hereto.

This 22nd day of June 1907.

Stephen Franklin

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, G.W.Davis , a Notary Public in and for said County and State, the within named E.T.Brown and Stephen Franklin the bargainor s, with whom I am personally acquainted, and who acknowledged that they executed the within instrument for the purposes therein contained.

And

of the said

having appeared before me, privately and apart from husband , the said acknowledged the execution of the said instrument to have been done by freely, voluntarily, and understandingly, without compulsion or constraint from said husband , and for the purposes therein expressed.

Witness my hand and official seal, at Nashville Tennessee, this 22nd day of June 1907.

(seal) G.W.Davis , Notary Public.

Received May 9th,1913 at 9:00 A.M.
Recorded May 12th,1913.

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