No. 51459. G.W.Winters et ux to/deed George Charlton et ux

**FOR AND IN CONSIDERATION** of the sum of $500.00 five hundred DOLLARS, paid and to be paid by George and Sarah Charlton as follows: two hundred and fifty Dollars, cash, the receipt of which is hereby acknowledged, and for the remainder the said George and Sarah Charlton

have executed their 25 promissory notes for ten Dollars each, of even date herewith, payable to the order of G.W.Winters, and bearing six per cent interest from May 1,1913., with lien retained on the property herein conveyed to secure their payment. The first one of said notes falls due June 1,1913 and the others one on the 1st of each month thereafter, until all are paid

We, G.W.Winters and wife E.C.Winters have bargained and sold, and by these presents do transfer and convey unto the said George and Sarah Charlton their heirs and assigns, a certain tract or parcel of land in Davidson County, State of Tennessee, as follows:

Being the eastern 30 feet of lot 7 in Block F, in Hermitage plan, fronting 30 feet on the southerly side of Robertson street and running back between parallel lines 165 feet to a alley, and is part of the property conveyed to G.W.Winters by deed record ed in Book ___ page ___ R.O.D.C.Tenn. The purchaser assumes the taxes for 1913 the ~~4th~~ street No of the house on said part of lot is 91.

The entire debt secured herein having been paid in full to us the lawful owners and holders thereof, we hereby release the lien on the within described property, held to secure the payment of said debt. This 12 day of May 1913.

G.W.Winters (Seal)
E.C.Winters (Seal)

Witness: W.H.Hill
W.F.Hardison

**To Have and to Hold** the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said George and Sarah Charlton their heirs and assigns forever. And we do covenant with the said George and Sarah Charlton 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 George and Sarah Charlton 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 G.W.Winters and George and Sarah Charlton and that if any of said notes shall at any time be unpaid, either in whole or in part, 3 months after maturity, all of the notes shall thereupon become due.



The said George and Sarah Charlton agree to keep the improvements on property conveyed insured to the amount of two hundred Dollars, payable to the said G.W.Winters as collateral security to said notes, and to pay all taxes when due; and the said George and Sarah Charlton further agree that if they fail to keep the said property insured, or to pay any taxes as agreed, the said G.W.Winters, 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 George and Sarah Charlton shall fail to repay any premium or taxes and interest within two months from the payment thereof by the said G.W.Winters such failure shall render all of said notes due at the expiration of such time.

The said George and Sarah Charlton further agree that if said notes become due upon any contingency hereinbefore stated, the said G.W.Winters 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 George and Sarah Charlton, or their legal representatives.

The said George and Sarah Charlton further agree that the said G.W.Winters may execute the power of sale herein contained without giving bond or taking oath; that the said G.W.Winters, or the lawful owner of any of the notes herein secured, may bid at any sale under said power; and that if the said G.W.Winters 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 G.W.Winters, and the said George and Sarah Charlton 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 10 day of May 1913.

G.W.Winters
E.C.Winters

As evidence of our ratification and acceptance of the foregoing terms and conditions, We, George Charlton and wife Sarah Charlton join herein, and subscribe our name E. hereto.

This 10th day of May 1913.

Witness: W.H.Hill
W.F.Hardison

George Charlton
Sarah her X mark. Charlton

## STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, W.F.Hardison, a Notary Public in and for said County and State, the within named G.W.Winters and wife E.C.Winters and George Charlton and wife Sarah Charlton the bargainors, with whom I am personally acquainted, and who acknowledged that they executed the within instrument for the purposes therein contained.

And E.C.Winters and Sarah Charlton, wives of the said G.W.Winters and George Charlton having appeared before me, privately and apart from their husbands, the said E.C.Winters and Sarah Charlton 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 husbands, and for the purposes therein expressed.

Witness my hand and official seal, at Nashville, Tennessee, this 12th day of May 1913.

(seal) W.F.Hardison, Notary Public.

Received May 12th,1913 at 8:33 A.M.

Recorded May 14th,1913.

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