192 No. 53651. Geo.C.Waters to/deed Jessie Cunningham

FOR AND IN CONSIDERATION of the sum of ($675.00) six hundred and seventy five **DOLLARS,**

paid and to be paid by Jessie Cunningham as follows:

seventy five Dollars, cash, the receipt of which is hereby acknowledged, and

for the remainder the said Jesse Cunningham

has executed 75 promissory notes ..... for.... eight

Dollars each, of even date herewith, payable to the order of

Geo.C.Waters ., and bearing six per cent interest from date ....., with lien

retained on the property herein conveyed to secure their payment. The first one of said notes falls due Sept.5th,1913.

and the others on the 5th day of each month thereafter, until all are paid

we,Geo.C.Waters and wife Bettie M.Waters

have bargained and sold, and by these presents do transfer and convey unto the said Jesse Cunningham her

heirs and assigns, a certain tract or parcel of land in ... Davidson County, State of Tennessee, as follows:

Beginning at the north west corner of lot no.13 in ~~Ashcrafts~~ Asherafts subdivision of part of lot 14 in the Harding Lytle Tract, a plan of which is of record in registers office in Davidson County,Book 57 page 162 Beginning at said corner the lot runs in a southerly direction 159.9 feet to the northern margin of an alley;thence with said allyy in an easterly direction 50-½ feet;thence in a northerly direction 159.9 feet to the south margin of ~~Hinnosa~~ Hermosa Street;thence with the southern margin of ~~Herinosa~~ Hermosa street in a westerly direction 40-½ feet to the beginning. Being all of lot 13 and part of lots 14 and 15 of said plan.

To Have and to Hold the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said Jesse Cunningham, a single woman her heirs and assigns forever. And we ...do covenant with the said..... Jesse Cunningham .....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 and .....heirs and representatives to warrant and forever defend the title to said land to the said .... Jesse Cunningham her ..... 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.... Geo.C.Waters and wife Bettie M.Waters and ..... Jesse Cunningham that if any of said notes shall at any time be unpaid, either in whole or in part, three .....months after maturity, all of the notes shall thereupon become due.

The said Jesse Cunningham agree.s to keep the hou se on property conveyed insured to the amount of four hundred Dollars, payable to the said Geo.C.Waters as collateral security to said notes, and to pay all taxes when due; and the said Jesse Cunningham further agree.s that if she fail... to keep the said hou se insured, or to pay any taxes as agreed, the said Geo.C.Waters, 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 Jesse Cunningham shall fail to repay any premium or taxes and interest within three months from the payment thereof by the said Geo.C.Waters ..such failure shall render all of said notes due at the expiration of such time.

The said Jesse Cunningham further agree.s that if said notes become due upon any contingency hereinbefore stated, the said Geo.C.Waters 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 ..... Jesse Cunningham ....., or ... her .legal representatives.

The said Jesse Cunningham further agree.s that the said Geo.C.Waters may execute the power of sale herein contained without giving bond or taking oath; that the said Geo.C.Waters ..., or the lawful owner of any of the notes herein secured, may bid at any sale under said power; and that if the said Geo.C.Waters 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..... Geo.C.Waters ....., and the said..... Jesse Cunningham ..... 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.s this 5th ...day of... August 1913.

.....Geo.C.Waters .....

.....Bettie M.Waters .....

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

This.....5th .....day of.....August 1913.

.....Jessie Cunningham .....

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 ..... Geo.C.Waters and wife Bettie M.Waters and Jessie Cunningham the bargainor.s with whom I am personally acquainted, and who acknowledged that they executed the within instrument for the purposes therein contained.

And . Bettie M.Waters,wife of the said..... Geo.C.Waters having appeared before me, privately and apart from her husband ., the said Bettie M.Waters acknowledged the execution of the said .....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 5th ...day of . August 1913.

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

Received August 12th,1913 at 1:16 P.M.
Recorded August 14th,1913.

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The entire debt secured herein having been paid in full to me I hereby release the lien on the within mentioned property held to secure the payment of said debt. This 10th day of Dec. 1913
Attest: Walter Tuck Dep. Reg.
W.F.Hardison