No. 5040. W.S.Lowry et ux to/deed T.V.Boyd et ux

FOR AND IN CONSIDERATION of the sum of nine hundred ($900.00) ....**DOLLARS,**

paid and to be paid by T.V.Boyd and Ida L.Boyd, his wife, ...as follows:

two hundred ($200.00) Dollars, cash, the receipt of which is hereby acknowledged, and for the remainder the said T.V.Boyd and wife Ida L.Boyd .....

have executed seventy promissory notes ..... for... $10. each and bearing date of Feb. 1,1914.

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

W.S.Lowry , and bearing six per cent interest from Feb. 1,1914 , with lien retained on the property herein conveyed to secure their payment. The first one of said notes falls due Feb. 1,1914 and the others one on the first day of each and every month thereafter, until all are paid

We, W.S.Lowry and wife Anna Lowry

have bargained and sold, and by these presents do transfer and convey unto the said T.V.Boyd and wife Ida L.Boyd their

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

Beginning at a point in the middle of 24th ave. N.132 feet south of the point where the middle of said Ave. intersects the middle of the New Bridge Road; thence east 136 feet to the west line of the property now owned by R.C.Gray; thence north with said line sixty feet to the southeast corner of the I.E.Stratton place, thence west with said Stratton's line to the middle of 24th ave., thence south sixty feet to the point of beginning, being part of lot no. 16 in the plat of partition of the Nichol property as of record in book 31 page 603 R.O.D.C. and the same property sold to us by H.E.Simkin as recorded in Book 381 page 471 R.O.D.C.

To Have and to Hold the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said T.V.Boyd and wife Ida L.Boyd their

heirs and assigns forever. And we do covenant with the said T.V.Boyd and wife Ida L.Boyd 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 T.V.Boyd and wife Ida L.Boyd 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.S.Lowry and wife Anna Lowry and T.V.Boyd and wife, Ida L.Boyd that if any of said notes shall at any time be unpaid, either in whole or in part, six months after maturity, all of the notes shall thereupon become due.

The said T.V Boyd and wife Ida L.Boyd agree.... to keep the house on property conveyed insured to the amount of five hundred ($500.00) Dollars, payable to the said W.S.Lowry and wife Anna Lowry as collateral security to said notes, and to pay all taxes when due; and the said T.V.Boyd and wife Ida L.Boyd further agree... that if they fail... to keep the said house insured, or to pay any taxes as agreed, the said W.S.Lowry and wife , 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 T.V.Boyd and wife Ida L.Boyd shall fail to repay any premium or taxes and interest within six months from the payment thereof by the said W.S.Lowry and wife Anna Lowry ...such failure shall render all of said notes due at the expiration of such time.

The said T.V.Boyd and wife Ida L.Boyd ...further agree.... that if said notes become due upon any contingency hereinbefore stated, the said W.S.Lowry and wife 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 ..... T.V.Boyd and wife Ida L.Boyd ..... or... their ...legal representatives.

The said T.V.Boyd and wife Ida L.Boyd ...further agree.... that the said W.S.Lowry may execute the power of sale herein contained without giving bond or taking oath; that the said W.S.Lowry and wife ..., 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.S.Lowry and wife 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.S.Lowry and wife Anna Lowry, and the said T.V.Boyd and wife Ida L.Boyd 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 sixth day of January 1914

W.L.Lowry

Anna Lowry

As evidence of our ratification and acceptance of the foregoing terms and conditions, We, T.V,Boyd and wife Ida L.Boyd his join herein, and subscribe our name s hereto.

This 12th day of Jan. 1914.

his
T.V.x Boyd
mark.

Ida L.Boyd

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, H.E.Simkin , a Notary Public in and for said County and State, the within named W.S.Lowry and T.V.Boyd and Ida L.Boyd three of the bargainors, with whom I am personally acquainted, and who acknowledged that they executed the within instrument for the purposes therein contained.

And Ida L.Boyd wife of the said T.V.Boyd having appeared before me, privately and apart from her husband..., the said Ida L.Boyd 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 twelfth day of January 1914.

(seal) H.E.Simkin , Notary Public.

State of Louisiana, Lincoln County. Personally appeared before me, A.Gullett Justice of the Peace in and for the County and State, the within named Anna Lowry wife of the said W.S.Lowry one of the bargainors, with whom I am personally acquainted, And Anna Lowry wife of the said W.S.Lowry having appeared before me, privately and apart from her husband, the said Anna Lowry 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 at Simsboro Louisiana this 8th day of January 1914.

no seal A.Gullett Justice of the Peace

Received Febry. 20th,1914 at 9:45 A.M.

Recorded Febry. 20th,1914.

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