No. 76961 W.J. Selley, et ux to Monroe Sharp, et ux.

FOR AND IN CONSIDERATION of the sum of Twelve Hundred Seventy four and 40/100 DOLLARS, paid and to be paid by Monroe Sharp and wife, Mary Lee Sharp, as follows: One and no/100 Dollars, cash, the receipt of which is hereby acknowledged, and for the remainder the said Monroe Sharp and Mary Lee Sharp

have executed their Registry four promissory notes for $13.60 each and one for $13.40 Dollars each, of even date herewith, payable to the order of W.J. Selley, and bearing six per cent interest from date hereof, with lien retained on the property herein conveyed to secure their payment. The first one of said notes falls due July 24th, 1916, and the others one on the 24th day of each subsequent month thereafter, until all are paid We, W.J. Selley and wife, Callie Selley,

have bargained and sold, and by these presents do transfer and convey unto the said Monroe Sharp and wife, Mary Lee Sharp, their

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

Being the northerly half of Lot No. 276 in the addition to the "Town of New Lincoln, in Nashville, Tennessee, a Plan of which is of record in Book No. 21, page 41, of the Register's Office for said Davidson County. Said northerly half of Lot No. 276 fronts 50 feet on the southwesterly side of 14th Avenue North, formerly called Vine Avenue, and runs back, between parallel lines, 170 feet to an alley, and being the same property conveyed to W.J. Selley and W.A. Fruton, by deed from Hattie Welch, of record in Book No. 481, page 242, R.O.D.C. the one-half interest of W.A. Fruton in and to said property being conveyed to W.J. Selley by deed dated December 19th, 1910, of record.

TO HAVE AND TO HOLD the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said Monroe Sharp and wife, Mary Lee Sharp, their heirs and assigns forever. And We do covenant with the said Monroe Sharp and Mary Lee Sharp 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 Monroe Sharp and Mary Lee Sharp, 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.J. Selley, and Monroe Sharp and Mary Lee Sharp, that if any of said notes shall at any time be unpaid, either in whole or in part one months after maturity, all of the notes shall thereupon become due.

The said Monroe Sharp and Mary Lee Sharp agree to keep the building on property conveyed insured to the amount of Eight Hundred and no/100 Dollars, payable to the said W.J. Selley, as collateral security to said notes, and to pay all taxes when due; and the said Monroe Sharp and Mary Lee Sharp, further agree that if they fail to keep the said building insured, or to pay any taxes as agreed, the said W.J. Selley, 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 Monroe Sharp and Mary Lee Sharp, shall fail to repay any premium or taxes and interest within two months from the payment thereof by the said W.J. Selley such failure shall render all of said notes due at the expiration of such time.

The said Monroe Sharp and Mary Lee Sharp further agree that if said notes become due upon any contingency hereinbefore stated, the said W.J. Selley 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 Monroe Sharp and Mary Lee Sharp or their legal representatives.

The said Monroe Sharp and Mary Lee Sharp, further agree that the said W.J. Selley, may execute the power of sale herein contained without giving bond or taking oath; that the said W.J. Selley, 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.J. Selley, 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.J. Selley, and the said Monroe Sharp and Mary Lee Sharp 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 24th day of June, 1916.

W.J. Selley.
Callie Selley.

As evidence of our ratification and acceptance of the foregoing terms and conditions We, Monroe Sharp and wife, Mary Lee Sharp, join herein, and subscribe our names hereto.

This 29 day of June, 1916.

Monroe Sharp.
Mary Lee Sharp.

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me W.M. Drake, a Notary Public in and for said County and State, the within named W.J. Selley and wife, Callie Selley, and Monroe Sharp and wife, Mary Lee Sharp, the bargainor with whom I am personally acquainted, and who acknowledged that they executed the within instrument for the purposes therein contained.

And Callie Selley and Mary Lee Sharp, wives of the said W.J. Selley and Monroe Sharp, having appeared before me, privately and apart from their husbands the said Callie Selley and Mary Lee Sharp acknowledged the execution of the said instrument to have been done by them freely, voluntarily, and understandingly, without compulsion or constraint from said husbands, and for the purposes therein expressed.

Witness my hand and official seal, at Nashville, Tennessee, this 3 day of June, 1916.

(Seal) W.M. Drake, Notary Public.

Received July 6, 1916 at 3:31 P.m.
Recorded July 11, 1916.

The entire debt secured herein having been paid in full to me, I hereby release the lien on the within described property held to secure the payment of said debt. This 17 day of July, 1917.
Witness: W.J. Selley
Davidson Rec.

W.J. Selley
to
Monroe Sharp et ux
Release