No.77281. J.W.Crafton et ux To Grace H.Young.

FOR AND IN CONSIDERATION of the sum of (1300.00) Thirteen Hundred and no/100 DOLLARS paid and to be paid by Grace H.Young and wife,Lulu M.Young, as follows: One hundred and no/100 Dollars, cash, the receipt of which is hereby acknowledged, and for the remainder the said Grace H.Young and wife,Lulu M.Young, one hundred and twenty have executed their promissory notes for Ten and no/100 Dollars each, of even date herewith, payable to the order of J.W.Crafton, 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 August 19th,1916 and the others one on the 19th day of each succeeding month, thereafter, until all are paid we,J.W.Crafton and wife,Lucy Crafton, have bargained and sold, and by these presents do transfer and convey unto the said Grace H.Young and wife,Lula M.Young their heirs and assigns, a certain tract or parcel of land in Davidson, County, State of Tennessee, as follows:

Being Lots Nos.26 and 27 on the Map of J.B.Haynie's Gladstone Addition,a plan of which is of record in Book No.161,pages 10 and 11 of the Register's Office for Davidson County,Tennessee.Said Lots Nos.26 and 27 front 40 feet each on the Southwesterly side of Whites Creek Pike and run back,between parallel lines to an alley,Lot No.26 being 140 feet deep on the East line and 139 feet deep on the West line,Lot No.27 being 139 feet deep on the East line and 137 deep on the West line and being part of the same property conveyed to J.W.Crafton by deed from T.E.Howell and wife,of record in Book No.448,page 84,R.O.D.C.to which reference is made.

TO HAVE AND TO HOLD the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said Grace H.Young and wife,Lula M.Young,their heirs and assigns forever. And we do covenant with the said Grace H.Young and Lula M.Young, 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 Grace H.Young and wife,Lula M.Young,their heirs and assigns, against the lawfel 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 J.W.Crafton, and Grace H.Young and Lula M.Young, 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 Grace H.Young and Lula M.Young, agree to keep the building, on property conveyed insured to the amount of Five Hundred and no/100 Dollars, payable to the said J.W.Crafton, as collateral security to said notes, and to pay all taxes when due; and the said Grace H.Young and Lula M.Young further agree that if they fail to keep the said building, insured, or to pay any taxes as agreed, the said J.W.Crafton, 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 Grace H.Young and Lula M.Young, shall fail to repay any premium or taxes and interest within two months from the payment thereof by the said J.W.Crafton, such failure shall render all of said notes due at the expiration of such time.

The said Grace H.Young and Lula M.Young, further agree that if said notes become due upon any contingency hereinbefore stated, the said J.W.Crafton, 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 Grace H.Young and Lula M.Young, or their legal representatives.

The said Grace H.Young and Lula M.Young, further agree that the said J.W.Crafton, may execute the power of sale herein contained without giving bond or taking oath; that the said J.W.Crafton, or the lawful owner of any of the notes herein secured, may bid at any sale under said power; and that if the said J.W.Crafton, 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 J.W.Crafton, and the said Grace H.Young and Lula M.Young, 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 19th day of July,1916

J.W.Crafton

Lucy Crafton.

As evidence of our ratification and acceptance of the foregoing terms and conditions We,Grace H.Young and wife,Lula M.Young, join herein, and subscribe our name s hereto.

This 19th day of July,1916.

Witness:
E.D.Matthews
C.L.Williamson

his
Grace X H.Young
mark
Lula M.Young.

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me E.D.Matthews, a Notary Public in and for said County and State, the within named J.W.Crafton and wife,Lucy Crafton,and Grace H.Young and wife,Lula M.Young, the bargainors, with whom I am personally acquainted, and who acknowledged that they executed the within instrument for the purposes therein contained.

And Lucy Crafton and Lula M.Young,wives of the said J.W.Crafton and Grace H.Young, having appeared before me, privately and apart from their husbands, the said Lucy Crafton and Lula M.Young, acknowledged the execution of the said instrument to have been done by them freely, voluntary, and understandingly, without compulsion or constraint from the ir said husband, and for the purposes therein expressed.

Witness my hand and official seal, at Nashville, Tennessee, this 20 day of July,1916

(Seal) E.D.Matthews, Notary Public.

Received July,20,1916 at 2;05 P.M.

Recorded July,26,1916.