No. 78068. R.M.Cotton To Alonzo Watley.

FOR AND IN CONSIDERATION of the sum of Nine Hundred DOLLARS, paid and to be paid by Alonzo Watley and Lula Watley, as follows: One Hundred Dollars, cash, the receipt of which is hereby acknowledged, and for the remainder the said Alonzo Watley and Lula Watley,

ha va executed Fourteen notes; Twelve (12) notes for Sixty ($60.00) Dollars, each and two (2) notes of Forty ($40.00) Dollars each, of even date herewith, payable to the order of R.M.Cotton, and bearing six per cent interest from July 1st, 1916, with lien retained on the property herein conveyed to secure their payment. The first one of said notes falls due Six months after date and the others every six months thereafter, until all are paid R.M.Cotton and Cora F.Cotton,

have bargained and sold, and by these presents do transfer and convey unto the said Alonzo Watley and Lula Watley, their heirs and assigns, a certain tract or parcel of land in Davidson, County, State of Tennessee, as follows:

Being part of Lots #22 and 23 in John Trimble's Homestead Addition to the City of Nashville Tennessee, described as follows: Beginning on the North side of Tennessee Street, at a point 37½ feet east of the Southwest corner of said Lot #22, being Felix Tippitt's southeast corner, and running thence eastwardly along the margin of Tennessee Street 37½ feet to a point; thence northwardly, 136 feet, more or less to an alley; thence westwardly with the south margin of said alley 34½ feet to said Tippitt's Northeast corner; Thence southwardly with the east line, 137 feet more or less, to the beginning. A Plan of said addition is of record in Book 57, Page 53, of the Register's Office for Davidson County, Tennessee, we, R.M.Cotton & Cora F.Cotton, certify that Mrs. Irene Edmondson has no claim nor interest in this lot and that Cora F.Cotton has had continuous adverse possession of this lot and improvements on it ever since Aug. 1, 1906, when her deed from Horace Fitzhugh & wife was filed in Registers office, and for fully ten years before that date.

TO HAVE AND TO HOLD the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said Alonzo Watley and Lula Watley, their heirs and assigns forever. And we do covenant with the said Alonzo Watley and Lula Watley, 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 Alonzo Watley and Lula Watley, 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 R.M.Cotton, and Cora F.Cotton and Alonzo Watley and Lula Watley, and

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 Alonzo Watley and Lula Watley, agree to keep the Buildings on property conveyed insured to the amount of Dollars, payable to the said R.M.Cotton and Cora F.Cotton, as collateral security to said notes, and to pay all taxes when due; and the said Alonzo Watley and Lula Watley further agree that if they fail to keep the said buildings insured, or to pay any taxes as agreed, the said R.M.Cotton and Cora F.Cotton, 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 Alonzo Watley and Lula Watley shall fail to repay any premium or taxes and interest within Three months from the payment thereof by the said R.M.Cotton and Cora F.Cotton such failure shall render all of said notes due at the expiration of such time.

The said Alonzo Watley and Lula Watley further agree that if said notes become due upon any contingency hereinbefore stated, the said R.M.Cotton and Cora F.Cotton, 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 Alonzo Watley and Lula Watley, or their legal representatives.

The said Alonzo Watley and Lula Watley, further agree that the said R.M.Cotton and Cora F.Cotton, may execute the power of sale herein contained without giving bond or taking oath; that the said R.M.Cotton and Cora F.Cotton, or the lawful owner of any of the notes herein secured, may bid at any sale under said power; and that if the said R.M.Cotton or Cora F.Cotton, 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 R.M.Cotton or Cora F.Cotton, and the said Alonzo Watley and Lula Watley, 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, this First, day of July, 1916.

R.M.Cotton.

Cora F.Cotton.

As evidence of ratification and acceptance of the foregoing terms and conditions Alonzo Watley and Lula Watley, join herein, and subscribe their name hereto.

This first day of July, 1916.

Alonzo Watley.

Lula Watley.

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me E.Kirkpatrick, a Notary Public in and for said County and State, the within named R.M.Cotton and Cora F.Cotton, his wife, and Alonzo Watley and Lula Watley, his wife the bargainors, with whom I am personally acquainted, and who acknowledged that they executed the within instrument for the purposes therein contained.

And Cora F.Cotton and Lula Watley, wives of the said R.M.Cotton and Alonzo Watley, having appeared before me, privately and apart from their husbands, the said R.M.Cotton and Alonzo Watley, acknowledged the execution of the said 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 1st, day of July, 1916.

(Seal) E.Kirkpatrick, Notary Public.

Received August, 22, 1916 at 12:15 P.M.

Recorded August, 30, 1916.