No. 78532. Warren B.Sloan & wife. Y.W.Thornton.

FOR AND IN CONSIDERATION of the sum of Four Hundred and 00/100 DOLLARS, paid and to be paid by Y.W.Thornton, as follows: Thirty $ 00/100 ($30.00) Dollars, cash, the receipt of which is hereby acknowledged, and for the remainder the said Y.W.Thornton,

has executed Nineteen notes, seven for $10.00 each first one falling due October 11,1912, and one on the 11th day of each consecutive month for seven months and 12 of said notes are for $25.00 each the first one of said notes falling due July 11,1913 and others one on the 11th day of October, January, April, and July, each succeed year thereafter until all are paid, bearing 6% interest. Said notes are payable to the order of Warren B.Sloan, and a lien is hereby retained to secure their payment. We, Warren B.Sloan and wife, Emma D.Sloan,

have bargained and sold, and by these presents do transfer and convey unto the said Y.W.Thornton, his heirs and assigns, a certain tract or parcel of land in Davidson, County, State of Tennessee, as follows:

24th Ward of Nashville, Tennessee. Being Block No.28 or Block No.3 in the south extension of Charlotte Pike Co's 2nd Add. which is of record in Book No.421, page 10, R.O.D.C. Tennessee. Said Block No.28 fronts 174.6 feet on the northerly side of Third Avenue and extends back northwardly along the easterly margin of A.Street 150 feet to an alley and along the easterly boundary of said Block, 180 feet to an alley.

TO HAVE AND TO HOLD the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said Y.W.Thornton, his heirs and assigns forever. And we do covenant with the said Y.W.Thornton, 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 Y.W.Thornton, his 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 Warren B.Sloan and wife, and Y.W.Thornton, 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 agree to keep the on property conveyed insured to the amount of Dollars, payable to the said as collateral security to said notes, and to pay all taxes when due; and the said further agree that if fail to keep the said insured, or to pay any taxes as agreed, the said 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 shall fail to repay any premium or taxes and interest within months from the payment thereof by the said such failure shall render all of said notes due at the expiration of such time.

The said Y.W.Thornton, further agrees that if said notes become due upon any contingency hereinbefore stated, the said Warren B.Sloan, 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 Y.W.Thornton, or his legal representatives.

The said Y.W.Thornton, further agree that the said Warren B.Sloan, may execute the power of sale herein contained without giving bond or taking oath; that the said Warren B.Sloan, or the lawful owner of any of the notes herein secured, may bid at any sale under said power; and that if the said Warren B.Sloan, 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 Warren B.Sloan, and the said Y.W.Thornton, further agree that the purchaser may re-enter and take possession of the property without hindrance or delay.

In Witness Whereof we have hereunto set our signature s this 28th day of August, 1912.

Warren B.Sloan,

Emma D.Sloan,

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

This 28th day of August, 1912.

## STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me Jno.T.Menefee,Jr., a Notary Public in and for said County and State, the within named Warren B.Sloan and wife, Emma D.Sloan, the bargainor s with whom I am personally acquainted, and who acknowledged that they executed the within instrument for the purposes therein contained.

And Emma D.Sloan, wife of the said Warren B.Sloan, having appeared before me, privately and apart from her husband, the said Warren B.Sloan, she attached, 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 31 day of Aug.1912.

(Seal) Jno.T.Menefee,Jr., Notary Public.

Received September,5,1916 at 10;50 A.M.

Recorded September,6,1916.