No.60735. Mrs.P.A.Campbell To W.P.Irvine et al.

FOR AND IN CONSIDERATION of the sum of Fifteen Hundred($1500.00) DOLLARS, paid and to be paid by W.P.Irvine and wife,Julia A.Irvine, as follows: Three Hundred ($300.00) Dollars, cash, the receipt of which is hereby acknowledged, and for the remainder the said W.P.Irvine and wife,Julia A.Irvine, ha ve executed 80 promissory notes for Fifteen ($15.00) Dollars each, of even date herewith, payable to the order of Mrs.P.A.Campbell, and bearing six per cent interest from date, with lien retained on the property herein conveyed to secure their payment. The first one of said notes falls due December,1st,1916, and the others monthly, one on the first day of each month, thereafter, until all are paid I,Mrs.P.A.Campbell,a widow, have bargained and sold, and by these presents do transfer and convey unto the said W.P.Irvine and wife,Julia A.Irvine, their heirs and assigns, a certain tract or parcel of land in Davidson, County, State of Tennessee, as follows:

The Westerly part of lot no.5,on the plan of Haslam's Addition to Nashville,as of record in Book No.21,Page 17,Register's Office for Davidson County,Tennessee,and in Minute Book 1, Page 246,Chancery Court at Nashville,and more particularly described as follows,towit:Beginning at the Northeast corner of Haslam Street and the first alley East of 10th Avenue, North,being the Southwest corner of said lot No.5 on the North side of said Street;thence with the Easterly margin of said alley Northerly 207 feet,more or less,to the Southerly margin of an alley in the rear of said lot;thence with the Southerly margin of said alley Easterly 60 feet to the Northwest corner of a four foot strip of ground conveyed by P.A. Campbell to J.B.Hogle;thence with the Westerly line of said four foot strip of ground Southerly 203 feet,more or less,to the Northerly margin of Haslam Street;thence with the Northerly margin of said Street Westerly 50 feet,more or less,to the beginning.

The entire debt secured herein having been paid in full to the lawful owner and holder thereof, I do hereby release the lien on the within described property, held to secure the payment of said debt. This 21st day of Oct. 1916.

Attest: J.W.Stribling Dep. Reg.

FIRST SAVINGS BANK & TRUST CO.

By C.M.Werner Cashier

Mary Conkin Anderson & Co. by Hamilton Boeschen Asst

TO HAVE AND TO HOLD the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said W.P.Irvine and wife,Julia A.Irvine,their heirs and assigns forever. And I do covenant with the said W.P.Irvine and wife,Julia A.Irvine, that I am lawfully seized and possessed of said land in fee simple, have a good right to convey it, and the same is unencumbered.

And I do further covenant and bind myself,my heirs and representatives to warrant and forever defend the title to said land to the said W.P.Irvine and wife,Julia A.Irvine, 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.P.Irvine and wife,Julia A.Irvine, and Mrs.P.A.Campbell, 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 W.P.Irvine and wife,Julia A.Irvine, agree to keep the houses on property conveyed insured to the amount of _____ Dollars, payable to the said Mrs.P.A.Campbell, as collateral security to said notes, and to pay all taxes when due; and the said W.P.Irvine and Julia A.Irvine, further agree that if they fail to keep the said houses insured, or to pay any taxes as agreed, the said Mrs.P.A.Campbell, 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 W.P.Irvine and Julia A.Irvine, shall fail to repay any premium or taxes and interest within two months from the payment thereof by the said Mrs.P.A.Campbell, such failure shall render all of said notes due at the expiration of such time.

The said W.P.Irvine and Julia A.Irvine, further agree that if said notes become due upon any contingency hereinbefore stated, the said Mrs.P.A.Campbell, 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 W.P.Irvine and Julia A.Irvine, or their legal representatives.

The said W.P.Irvine and Julia A.Irvine, further agree that the said Mrs.P.A.Campbell, may execute the power of sale herein contained without giving bond or taking oath; that the said Mrs.P.A.Campbell, or the lawful owner of any of the notes herein secured, may bid at any sale under said power; and that if the said Mrs.P.A.Campbell, 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 Mrs.P.A.Campbell, and the said W.P.Irvine and Julia A.Irvine, further agree that in the event of a sale of said property under and by virtue of this Deed,then the parties of the first part,and all persons holding under them shall be and become the tenants at will of the purchaser of the same,from and after,the execution and delivery of a deed to such purchaser,said tenancy to be determined at the option of said purchaser upon five days written notice.

In Witness Whereof I hereunto set my signature, this 21st day of October,1916.

Mrs.P.A.Campbell.

As evidence of our ratification and acceptance of the foregoing terms and conditions we,W.P.Irvine and wife,Julia A.Irvine, join herein, and subscribe our names hereto.

This _____ day of _____

W.P.Irvine.

Julia A.Irvine.

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me W.D.Hawkins,a Notary Public, in and for said County and State, the within named W.P.Irvine and wife Julia A.Irvine, the bargainor s with whom I am personally acquainted, and who acknowledged that they executed the within instrument for the purposes therein contained.

And Julia A.Irvine,the wife of the said W.P.Irvine, having appeared before me, privately and apart from her husband, the said Julia A.Irvine, 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 office, this 9 day of Dec.1916.

(Seal) W.D.Hawkins, Notary Public.

State of Tennessee,Davidson County,Personally appeared before me,E.S.Small,a Notary Public in and for said County and State,the within named Mrs.P.A.Campbell,a widow,the bargainor, with whom I am personally acquainted,and who acknowledged that she executed the within instrument for the purposes therein contained.Witness my hand and official seal,at Nashville, Tennessee,this 21 day of Oct.1916. (Seal) E.S.Small,Notary Public.

Received December,18,1916 at 9:20 A.M.

Recorded December,27,1916.