No. 87456 - Robert Lusk to Thomas Cannon.

FOR AND IN CONSIDERATION of the sum of $1100.00 Elevenhundred no/00 DOLLARS, paid and to be paid by Thomas Cannon ($125.00) as follows: One Hundred twenty five + no/00 Dollars, cash, the receipt of which is hereby acknowledged, and for the remainder the said Thomas Cannon

has executed his 98 promissory notes - 97 of which are for $10.00 each and one of $5.00 ~~Dollars each~~, of even date herewith, payable to the order of Robert Lusk, and bearing six per cent interest from June 16th 1916, with lien retained on the property herein conveyed to secure their payment. The first one of said notes falls due July 16th 1916 and the others One on the 16th Day of each month thereafter, until all are paid

I, Robert Lusk have bargained and sold, and by these presents do transfer and convey unto the said Thomas Cannon his heirs and assigns, a certain tract or parcel of land in Davidson County, State of Tennessee, as follows:

Being Lot No. 60 in J. M. T. and F. W. Hardings addition to Nashville, Tennessee, a plan of which is of record in Book No. 21, page 80 of the Register's Office for Davidson County, Tennessee. Said Lot No. 60 fronts 50 feet on the North side of Underwood Street and runs back between parallel lines 150 feet to an alley, and being part of the same property conveyed to Robert Lusk by deed of George N. Tillman and wife, Martha S. Tillman as of record in Book No. 423, page 109 of the Register's Office for Davidson County, Tennessee.

TO HAVE AND TO HOLD the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said Thomas Cannon heirs and assigns forever. And I do covenant with the said Thomas Cannon 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 Thomas Cannon, 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 Thomas Cannon and Robert Lusk that if any of said notes shall at any time be unpaid, either in whole or in part 3 months after maturity, all of the notes shall thereupon become due.

The said Thomas Cannon agrees to keep the Building on property conveyed insured to the amount of Five hundred + no/00 Dollars, payable to the said Robert Lusk as collateral security to said notes, and to pay all taxes when due; and the said Thomas Cannon further agrees that if he fails to keep the said building insured, or to pay any taxes as agreed, the said Robert Lusk, 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 Thomas Cannon shall fail to repay any premium or taxes and interest within three months from the payment thereof by the said Robert Lusk such failure shall render all of said notes due at the expiration of such time.

The said Thomas Cannon further agrees that if said notes become due upon any contingency hereinbefore stated, the said Robert Lusk 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 Thomas Cannon, or his legal representatives.

The said Thomas Cannon further agrees that the said Robert Lusk may execute the power of sale herein contained without giving bond or taking oath; that the said Robert Lusk or the lawful owner of any of the notes herein secured, may bid at any sale under said power; and that if the said Robert Lusk 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 Robert Lusk and the said Thomas Cannon 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 signatures this 16th day of June - 1916

R. R. Stamps .50 ¢

Robert Lusk
Binnie Briggs Lusk

As evidence of my ratification and acceptance of the foregoing terms and conditions I join herein, and subscribe my name hereto.

This 16th day of June - 1916.

The entire debt secured herein having been paid in full to me the lawful owner and holder thereof, I hereby release the lien on the within described property, held to secure the payment of said debt. This 21 day of Nov. 1917

Attest: W. T. Martin Deputy Reg. Robert Lusk

STATE OF TENNESSEE, DAVIDSON COUNTY

Personally appeared before me Jno. A. Prichett a Notary Public in and for said County and State, the within named Robert Lusk and wife Binnie Briggs Lusk, the bargainor, with whom I am personally acquainted, and who acknowledged that they executed the within instrument for the purposes therein contained.

And Binnie Briggs Lusk, wife of the said Robert Lusk having appeared before me, privately and apart from her husband, the said Binnie Briggs Lusk 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 22nd day of June 1916

"seal" Jno. A. Pritchett, Notary Public.

Received: Nov. 19-1917: 12:00 O'clock
Recorded: Nov 19, 1917.