No. 89616 - Frederick W. Lewis : Myer Morris.

FOR AND IN CONSIDERATION of the sum of Twelve Hundred & Ten DOLLARS, paid and to be paid by Myer Morris as follows: $250 00/00 Dollars, cash, the receipt of which is hereby acknowledged, and for the remainder the said Myer Morris has executed his 4 promissory notes for $240.00/00 Dollars each, of even date herewith, payable to the order of Frederick W Lewis

his executed promissory notes for

Dollars each, of even date herewith, payable to the order of , and bearing six per cent interest from , with lien retained on the property herein conveyed to secure their payment. The first one of said notes falls due and the others thereafter, until all are paid

have bargained and sold, and by these presents do transfer and convey unto the said

heirs and assigns, a certain tract or parcel of land in County, State of Tennessee, as follows:

bearing six per cent interest from date until paid and due 3, 6, 9, 12 Mos. from date, and to secure all of which notes a lien is expressly retained on the hereinafter described property. I, Frederick W. Lewis an unmarried man, a resident of Nassau County, State of New York have bargained and sold and by these presents do transfer and convey unto the said Myer Morris, heirs and assigns, a certain tract or parcel of land in Davidson County, State of Tennessee as follows: Lots 23 & 25 of block F and lot Triangle lying between Broadway - The Pike & Center St. in the Sub-division of The Hulme Farm, known as Hadley's Bend City, a plat of which sub-division being filed in the Register's office of Davidson County, Tennessee, on March 19, 1918 and recorded at page 120 of Plan Book 421 of the said office. Being a part of the same property conveyed to Frederick W. Lewis by J. C. Hulme & wife Pearl M. Hulme by deed dated Mar. 18 1918, and recorded at page 633 of Deed Book 504 of R. O. D. C.

The entire debt secured herein having been paid in full to $240.00 hereby release the lien the lawful owner and holder thereof, on the within described property, held to secure the payment of said debt. This 25th day of March 1918
Attest: J. H. Lewis Dep. Reg.
Geo. Howard D.C.

TO HAVE AND TO HOLD the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said Myer Morris heirs and assigns forever. And I do covenant with the said Myer Morris 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 Myer Morris 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 Frederick W. Lewis and Myer Morris, that if any of said notes shall at any time be unpaid, either in whole or in part ten Days 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 Myer Morris further agree that if said notes become due upon any contingency hereinbefore stated, the said Frederick W. Lewis 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 Myer Morris or his legal representatives.

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

In Witness Whereof I hereunto set my signature, this 20 day of Mar. 1918

Frederick W. Lewis

U. S. Stamps $1.20

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

This 20 day of Mar, 1918

Myer Morris

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me Myrtha J. Biffle, a Notary Public in and for said County and State, the within named Frederick W. Lewis, an unmarried man the bargainor, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

And of the said having appeared before me, privately and apart from husband, the said acknowledged the execution of the said instrument to have been done by freely, voluntarily, and understandingly, without compulsion or constraint from said husband, and for the purposes therein expressed.

Witness my hand and official seal, at Nashville Tennessee, this 22nd day of May 1918

(seal) Myrtha J. Biffle, Notary Public.

Received: Mar 24 1918 at 11:45 a.m.
Recorded: April 2, 1918