90799 B F Cornelius to J C Crawley

FOR AND IN CONSIDERATION of the sum of $450.00 four hundred and fifty 00/100 DOLLARS, paid and to be paid by J C Crawley as follows: fifty ($50.00 Dollars, cash, the receipt of which is hereby acknowledged, and for the remainder the said J C Crawley

ha e executed forty ~~promissory~~ notes for 10.00 each Ten $10.00

Dollars each, of even date herewith, payable to the order of B F Cornelius, and bearing six per cent interest from May 14,1918, with lien retained on the property herein conveyed to secure their payment. The first one of said notes falls due June 14,1918 and the others on the 14th of each month thereafter, until all are paid

we, B F Cornelius and wife Mattie C Cornelius have bargained and sold, and by these presents do transfer and convey unto the said J C Crawley

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

Being lots Nos.11,12,13 and the northerly 10 feet of lot 14 o f block No.32 on an unrecorded plan of Midway according to the said unrecorded plan. Said lots and part of lot are described as follows. Beginning at the southeast corner of Dawn Ave and Killorney street,being the northwest corner of said lot No.11 thence with the easterly margin of said street southeasterly 160 feet. thence parallel with said avenue easterly 150 feet to the westerly margin of an alley.thence with the westerly margin of said alley northery 160 feet to the southerly margin of said avenue,thence with the said avenue westerly 150 feet to the beginning and being the same property conveyed to me by deed of record in book 436 page 297 registers office of davidson County Tenn. Purchaser assumes taxes for 1918,deducted from cash payment.

TO HAVE AND TO HOLD the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said J C Crawley heirs and assigns forever. And we do covenant with the said J C Crawley 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 J C Crawley 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 B F Cornelius and wife and J C Crawley that if any of said notes shall at any time be unpaid, either in whole or in part for three months after maturity, all of the notes shall thereupon become due.

The entire debt secured herein having been paid in full we hereby release the lien on the within described property held to secure the payment of said debt. This 7th day of June 1918

Attest: R E Watson Clerk

By C Hamilton Deputy Reg.

The said J C Crawley agree to keep the improvements on property conveyed insured to the amount of ~~$1,000.00~~ Dollars, payable to the said ~~J.C. Crawley~~ B F Cornelius as collateral security to said notes, and to pay all taxes when due; and the said J C Crawley further agree that if he fail to keep the said improvements insured, or to pay any taxes as agreed, the said ~~J.C.~~ B F Cornelius 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 J C Crawley shall fail to repay any premium or taxes and interest within two months months from the payment thereof by the said B F Cornelius such failure shall render all of said notes due at the expiration of such time.

The said J C Crawley further agree that if said notes become due upon any contingency hereinbefore stated, the said B F Cornelius 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 J C Crawley or his legal representatives.

The said J C Crawley further agrees that the said B F Cornelius may execute the power of sale herein contained without giving bond or taking oath; that the said B F Cornelius or the lawful owner of any of the notes herein secured, may bid at any sale under said power; and that if the said B F Cornelius 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 B F Cornelius, and the said J C Crawley further agree that the purchaser may re-enter and take possession of the property without hindrance or delay.

In Witness Whereof we ~~our~~ hereunto set our signatures, this 14th day of May 1918

B F Cornelius

Mattie C Cornelius

As evidence of ~~my~~ ratification and acceptance of the foregoing terms and conditions J C Crawley join herein, and subscribe ~~my~~ name hereto.

This 14 day of May 1918

J C Crawley

STATE OF TENNESSEE. DAVIDSON COUNTY.

Personally appeared before me J C Smyth, a Notary Public in and for said County and State, the within named B F Cornelius and wife Mattie C Cornelius and J C Crawley the bargainor~~s~~, with whom I am personally acquainted, and who acknowledged that they executed the within instrument for the purposes therein contained.

And Mattie C Cornelius wife of the said B F Cornelius having appeared before me, privately and apart from her husband, the said Mattie C Cornelius acknowledged the execution of the said deed 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 20 day of May 1918

U S Rev' tamps $.50 Seal J C Smyth, Notary Public.

Received May 24,1918 at 12.04P M

Recorded May 30,1918