H. C. Sulton
A. J. Allen

91,208

FOR AND IN CONSIDERATION of the sum of ($1700.00) seventeen hundred DOLLARS, paid and to be paid by A. J. Allen and his wife Nell Allen as follows: Two hundred and sixty Dollars, cash, the receipt of which is hereby acknowledged, and for the remainder the said A. J. Allen and wife Nell Allen has executed Eaghty promissory notes for Eighteen Dollars each, of even date herewith, payable to the order of H. C. Sulton, 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 July 1st 1918 and the others On the first of each & every Month Consecutive thereafter, until all are paid The H. C. Sulton and wife Annie Belle Swaney Sulton have bargained and sold, and by these presents do transfer and convey unto the said A. J. Allen and his wife Nell Allen their heirs and assigns, a certain tract or parcel of land in County, State of Tennessee, as follows:

Being lot No. 14 in George H. Stainback's Connected Plan of Lots in the Lucy H. Lindsley property as of record in Book No. 161 Page 141 Register's Office of Davidson County Tennessee, Said Lot No. 14 fronts 50 feet on the westerly side of Pennock Street and runs back between parallel lines 146 feet to an alley being the same property conveyed to Mrs. Annie Belle Swaney Sulton by D. A. Stockman and wife, Olah C. Stockman dated February 11, 1911, Del Book No. 404, Page 304. R.O.D.C.Tn.

Purchaser assumes all taxes for the year 1918.

TO HAVE AND TO HOLD the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said A. J. Allen and wife Nell Allen their heirs and assigns forever. And we do covenant with the said A. J. Allen and wife Nell Allen 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 H. C. Sulton and Annie Belle Swaney Sulton

And we do further covenant and bind ourselves and heirs and representatives to warrant and forever defend the title to said land to the said A. J. Allen and his wife Nell Allen their 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 H. C. Sulton and his wife Annie Belle Sulton and A. J. Allen and wife Nell Allen that if any of said notes shall at any time be unpaid, either in whole or in part (90) ninety days months after maturity, all of the notes shall thereupon become due.

The entire debt secured herein having been paid in full the lawful owner and holder thereof, is hereby released the lien on the within described property, held to secure the payment of said debt. This 5 day of March 1921

Attest: Lee T. Jarrell Deputy Reg.

FOURTH & FIRST BANK & TRUST CO.
By C. N. Murphy Cashier

The said A. J. Allen and wife Nell Allen agree to keep the improvements on property conveyed insured to the amount of One Thousand Dollars, payable to the said H. C. Sulton as collateral security to said notes, and to pay all taxes when due; and the said A. J. Allen and wife Nell Allen further agree that if they fail to keep the said Improvements insured, or to pay any taxes as agreed, the said H. C. Sulton and wife, 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 A. J. Allen and wife Nell Allen shall fail to repay any premium or taxes and interest within two months months from the payment thereof by the said H. C. Sulton such failure shall render all of said notes due at the expiration of such time.

The said A. J. Allen and wife Nell Allen further agree that if said notes become due upon any contingency hereinbefore stated, the said H. C. Sulton or the lawful owner of said notes then unpaid, after advertising once a week for at least three weeks in some newspaper published in 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 H. C. Sulton, or his legal representatives.

The said A. J. Allen and his wife Nell Allen further agree that the said H. C. Sulton may execute the power of sale herein contained without giving bond or taking oath; that the said H. C. Sulton, or the lawful owner of any of the notes herein secured, may bid at any sale under said power; and that if the said H. C. Sulton 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 H. C. Sulton, and the said A. J. Allen and wife Nell Allen further agree that the purchaser may re-enter and take possession of the property without hindrance or delay.

United States Stamps $2.00

In Witness Whereof we hereunto set our signatures this 6th day of June 1918

H. C. Sulton
X Annie Belle Swaney Sulton X

As evidence of our ratification and acceptance of the foregoing terms and conditions the A. J. Allens and wife Nell Allen join herein, and subscribe our names hereto.

This 10th day of June 1918

A. J. Allen
Nell Allen

STATE OF ~~TENNESSEE~~ Iowa, DAVIDSON ~~COUNTY~~ Buena Vista.

Personally appeared before me R. C. Boardman, a Notary Public in and for said County and State, the within named Annie Belle Swaney Sulton wife of H. C. Sulton the bargainor, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

And Annie Belle Swaney Sulton wife of the said H. C. Sulton having appeared before me, privately and apart from her husband, the said Annie Belle Swaney Sulton 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 Alta Iowa Tennessee, this 6th day of June 1918

Seal R. C. Boardman, Notary Public.

My commission Expires July 4- 1918.

State of Tennessee. Davidson County.

Personally appeared before me G. H. Allen, a Notary Public in for said County and State the within named H. C. Sulton and A. J. Allen and his wife Nell Allen the bargainors with whom I am personally acquainted, and who acknowledged that they executed the within instrument for the purposes therein contained.

And Nell Allen wife of the said A. J. Allen having appeared before me privately and apart from her husband A. J. Allen and the said Nell Allen having first been made acquainted with the contents of said instrument freely, voluntarily and understandingly, without compulsion or duress from her said husband and for the purposes therein expressed.

Witness my hand and official seal this 10th day of June 1918

Seal