No. 68926. E.J.Plummer to/deed William B.Campbell

FOR AND IN CONSIDERATION of the sum of $55.00 fifty five and no/100 DOLLARS paid and to be paid by William B.Campbell as follows: twenty and no/100 Dollars, cash, the receipt of which is hereby acknowledged, and for the remainder the said William B.Campbell has executed two (2) promissory notes for $10.00 each and one note for $15.00 Dollars ###, of even date herewith, payable to the order of E.J.Plummer, and bearing six per cent interest from May 23, 1914, with lien retained on the property herein conveyed to secure their payment. The first one of said notes falls due June 23, 1914 and the others on the 23rd day of each month thereafter, until all are paid E.J.Plummer and wife Georgia Plummer have bargained and sold, and by these presents do transfer and convey unto the said William B.Campbell, his heirs and assigns, a certain tract or parcel of land in Davidson County, State of Tennessee, as follows:

Lots nos. 20 and 21 in Block no. 26 in the plan of the Plummer Place, as recorded in Book no. 161 page 39 R.O.D.C.Tenn. Said lots nos. 20 and 21 front 50 feet each, on the east side of Center street and extend back between parallel lines 150 feet to an alley. It is agreed and made a part of this deed that the property herein conveyed shall not be sold or leased to people of African Blood for a period of twenty years from this date. J.C. Cartwright, trustee, joins in this deed for the following purpose, by deed recorded in Book no. 408 page 582 E.J.Plummer and wife, executed to J.C.Cartwright, trustee, a trust deed to secure the payment of one principal note for three thousand ($3000.00) dollars and two interest notes for ninety ($90.00) dollars each, and by deed recorded in Book no. 408 page 586 said E.J.Plummer and wife executed to J.C.Cartwright, trustee, a trust deed to secure the payment of one note for four hundred ($400.00) dollars, for a sufficient consideration to me paid, I, J.C.Cartwright, trustee the lawful holder of the notes set out in said trust deeds, join in this conveyance for the purpose of releasing the lien on the above described property held to secure the payment of said notes.

To Have and to Hold the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said William B.Campbell, heirs and assigns forever. And we do covenant with the said William B.Campbell 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 heirs and representatives to warrant and forever defend the title to said land to the said William B.Campbell, 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 E.J.Plummer and William B.Campbell that if any of said notes shall at any time be unpaid, either in whole or in part, one months after maturity, all of the notes shall thereupon become due.



The said William B.Campbell agrees to keep the ____ on property conveyed insured to the amount of ____ Dollars, payable to the said E.J.Plummer as collateral security to said notes, and to pay all taxes when due; and the said William B. Campbell further agrees that if he fails to keep the said property insured, or to pay any taxes as agreed, the said E.J.Plummer, 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 Willian B.Campbell shall fail to repay any premium or taxes and interest within two months from the payment thereof by the said E.J.Plummer such failure shall render all of said notes due at the expiration of such time.

The said William B.Campbell further agrees that if said notes become due upon any contingency hereinbefore stated, the said E.J.Plummer 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 William B.Campbell, or his legal representatives.

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

In Witness Whereof, we hereunto set our signatures, this 23rd day of May 1914.

E.J.Plummer
Georgia Plummer
J.C.Cartwright, trustee

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

This ____ day of ____ 190__

____

STATE OF ~~TENNESSEE, DAVIDSON~~ Georgia, Fulton COUNTY.

Personally appeared before me, A.J.Haygood, a Notary Public in and for said County and State, the within named Georgia Plummer the bargainor..., with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

And Georgia Plummer wife of the said E.J.Plummer having appeared before me, privately and apart from her husband, the said Georgia Plummer 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 Atlanta, Georgia ~~Tennessee~~ this 1st day of June 1914.

(seal) A.J.Haygood, Notary Public.

State of Tennessee, Davidson County. Personally appeared before me, E.B.Hooker, a Notary Public in and for the said State and County, the within named E.J.Plummer and J.C.Cartwright, trustee, with whom I am personally acquainted, and who acknowledged that they executed the within instrument for the purposes therein contained. Witness my hand and official seal at Nashville, Tennessee this 29thday of May 1914.

(seal) E.B.Hooker Notary Public

Received Sept. 29th, 1914 at 11:11 A.M.

Recorded Sept. 29th, 1914.

////////////////////////////////////////////////