W.L. HORN ET UX
TO
G.E.AND LUCY E.MASON

REG FEB 18,1919 NUMBER 3408

FOR AND IN CONSIDERATION of the sum of TWENTY SIX HUNDRED AND NO/100 DOLLARS, paid and to be paid by G.E.MASON AND LUCY E.MASON as follows: ONE HUNDRED AND NO/100 Dollars, cash, the receipt of which is hereby acknowledged, and for the remainder the said G.E.AND LUCY E.MASON

ha vgexecuted ONE HUND RED promissory notes for $25.00 EACH Dollars each of even date herewith, payable to the order of W.L.HORN, and bearing six per cent interest from OCT 1,1918, with lien retained on the property herein conveyed to secure their payment. The first one of said notes falls due NOV 1,1918 and the others MONTHLY thereafter, until all are paid

W.L.HORN AND WIFE EMMA Y.HORN

have bargained and sold, and by these presents do transfer and convey unto the said G.E.MASON AND WIFE LUCY E.MASON

THEIR

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

BEING LOT NO 6 IN OLEVIA W.SHARPE'S ADDITION TO NASHVILLE,SEE PLAN IN BOOK NO 352,PAGE 17 REGISTER'S OFFICE FOR SAID COUNTY.SAID LOT FRONTS 50 FEET ON THE EAST SIDE OF BENSON AVENU E AND RUNS BACK BETWEEN PARALLEL LINES 175 FEET TO AN ALLEY.

Received [illegible] and recorded in Book [illegible] Page [illegible] Feb 17 1919 at 12:57 P.M. [illegible]

W.L. Horn

To Have and to Hold the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said C.E.MASON AND LUCY E.MASON THEIR heirs and assigns forever. And WE do covenant with the said C.E.AND LUCY E MASON 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 C.E.AND LUCY E.MASON 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 W.L.HORN and C.E.AND LUCY E.MASON that if any of said notes shall at any time be unpaid, either in whole or in part, TWO months after maturity, all of the notes shall thereupon become due.

The said C.E. AND LUCY E.MASON agree to keep the IMPROVEMENTS on property conveyed insured to the amount of FIFTEEN HUNDRED Dollars, payable to the said W.L.HORN as collateral security to said notes, and to pay all taxes when due; and the said C.E.AND LUCY E.MASON further agree that if THEY fail to keep the said IMPROVEMENTS insured, or to pay any taxes as agreed, the said W.L.HORN, 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 C.E.AND LUCY E MASON shall fail to repay any premium or taxes and interest within TWO months from the payment thereof by the said W.L.HORN such failure shall render all of said notes due at the expiration of such time.

The said C.E.AND LUCY E.MASON further agree that if said notes become due upon any contingency hereinbefore stated, the said W.L.HORN 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 C.E.AND LUCY E.MASON, or THEIR legal representatives.

The said C.E.AND LUCY E.MASON further agree that the said W.L.HORN may execute the power of sale herein contained without giving bond or taking oath; that the said W.L.HORN, or the lawful owner of any of the notes herein secured, may bid at any sale under said power; and that if the said W.L.HORN 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 W.L.HORN, and the said C.E.AND LUCY E.MASON further agree that the purchaser may re-enter and take possession of the property without hindrance or delay.

In Witness Whereof, WE hereunto set OUR signature S, this 1ST day of OCT 1918

W.L.HORN

EMMA Y HORN

As evidence of OUR ratification and acceptance of the foregoing terms and conditions, C.E.MASON AND LUCY E.MASON join herein, and subscribe OUR name S hereto.

This 1ST day of OCT 1918

C.E.MASON
LUCY E.MASON

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, THOS.G.MOORE, a Notary Public in and for said County and State, the within named W.L.HORN AND EMMA Y.HORN the bargainor S, with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And EMMA Y HORN WIFE of the said W.L.HORN having appeared before me, privately and apart from HER husband, the said EMMA Y.HORN 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 9 day of NOV 1918

(SEAL) THOS.G.MOORE, Notary Public.

U.S.REV STAMPS $5.00 RECD/ FEB 17,1919 AT 12 :57 P.M