299 NO. 6250 REGISTERED JUNE 6 1919

SUSIE LAMPLEY EXTRX. TO MERRITT BROWN, ET UX

FOR AND IN CONSIDERATION of the sum of $2000.00 TWO THOUSAND AND 00/100------ DOLLARS, paid and to be paid by MERRITT BROWN AND WIFE OPHELIA BROWN as follows: $200.00 AND00/100 Dollars, cash, the receipt of which is hereby acknowledged, and for the remainder the said MERRITT BROWN AND OPHELIA BROWN

haVE executed 05 promissory notes for $320.00 AND 00/100

Dollars each, of even date herewith, payable to the order of MRS SUSIE LAMPLEY, EXTRX, and bearing six per cent interest from DATE HEREOF, with lien retained on the property herein conveyed to secure their payment. The first one of said notes falls DUE JUNE 28 and the others ONEON THE 28TH DAY OF EACH SUBSEQUENT MONTH----- thereafter, until all are paid

MRS SUSIE LAMPLEY EXTRX. BY VIRTUE OF THE POWER AND AUTHORITY GIVEN HE BY THE LAST WILL AND TESTAMENT OF G W LARKINS have bargained and sold, and by these presents do transfer and convey unto the said MERRITT BROWN AND WIFE OPHELIA BROWN AND TO THE SURVIVOR IN FEE SIMPLE, HIS, HER, OR THEIR heirs and assigns, a certain tract or parcel of land in DAVIDSON County, State of Tennessee, as follows:

BEING LOTS NO 17 AND 18 IN E T HOLMANS SUB DIVISION OF LOTS NOS 41 AND 43 BOYD MC NAIRYS TO NASHVILLE A PLAN OF WHICH SUB DI VISION IS OF RECORD IN BOOK NO 161, PAGE 2 OF THE REGISTERS OFFICE FOR DAVIDSON COUNTY, TENNESSEE. SAIDLOT NO 17 FRONTS 50 FEET ON THE NORTHERLY SIDE OF MADISON STREET AND RUNS BACK BETWEEN PARALLEL LINES WITH THE EASTERLY MARGIN OF AN UN NAMED STREET OR ALLEY, 150 FEET TO AN ALLEY. SAID LOT NO 18 FRONTS 50 FEET ON THE NORTHERLY SIDE OF MADISON STREET, AND RUNS BACK, BETWEEN PARALLEL LINES, 150 FEET TO AN ALLEY, AND BEING THE SAME PROPERTY CONVEYED TO G W LARKINS AND WIFE SUSAN LARKINS, BOTH NOW DECEASED- BY DEED FROM S GB C H RUTHERFORD AND WIFE CLYDE RUTHERFORD, OF RECORD IN BOOK NO 399, PAGE 339 R OD C., TO WHICH REFERENCE IS MADE AND REFERENCE IS ALSO MADE TO THE WILLOF G W LARKINS OF RECORD IN BOOK NO 39 PAGE 29 COUNTY COURT DAVIDSON COUNTY, TENNESSEE. GRANTEES AGREE TO PAY ALL TAXES FOR THE YEAR OF 1919.

The entire debt secured herein having been paid in full to the holder ... thereof, I ... hereby release the lien on the within described property, held to secure the payment of said debt. This 15 day of July, 1926.

Attest: Susie Lampley Extrx

To Have and to Hold the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said MERRITT BROWN AND WIFE OPHELIA BROWN, AND TO THE SURVIVOR IN FEE SIMPLE HIS HER OF THEIR heirs and assigns forever. And I AS EXTRX do covenant with the said MERRITT BROWN AND OPHELIA BROWN that I AM AS EXTRX lawfully seized and possessed of said land in fee simple, have a good right to convey it, and the same is unencumbered

And I AS EXTRX further covenant and bind MYSELF AS EXTRX heirs and representatives to warrant and forever defend the title to said land to the said MERRITT BROWN AND OPHELIA BROWN, 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 MRS SUSSIE LAMPLEY , EXTRX AND MERRITT BROWN AND OPHELIA BROWN and that if any of said notes shall at any time be unpaid, either in whole or in part, THREE months after maturity, all of the notes shall thereupon become due.

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The said MERRITT BROWN AND OPHELIA BROWN agree to keep the BUILDINGS on property conveyed insured to the amount of $1250.00 AND 00/100 -------- --- Dollars, payable to the said MRS SUSIE LAMPLEY, EXTRX. as collateral security to said notes, and to pay all taxes when due; and the said MERRITT BROWN AND OPHELIA BROWN further agree that if THEY fail to keep the said BUILDINGS--- --- insured, or to pay any taxes as agreed, the said MRS SUSIE LAMPLEY EXTRX, 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 MERRITT AND OPHELLA BROWN shall fail to repay any premium or taxes and interest within TWO--- months from the payment thereof by the said MRS SUSIE LAMPLEY EXTRX such failure shall render all of said notes due at the expiration of such time.

The said MERRITT AND OPHELIA BROWN further agree that if said notes become due upon any contingency hereinbefore stated, the said MRS SUSIE LAMPLEY, EXTRX 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 MERRITT AND OPHELIA BROWN, or THEIR legal representatives.

The said MERRITT BROWN AND OPHELIA BROWN further agree that the said MRS SUSIE LAMPLEY EXTRX ----- may execute the power of sale herein contained without giving bond or taking oath; that the said MRS SUSIE LAMPLEY, ETRX, or the lawful owner of any of the notes herein secured, may bid at any sale under said power; and that if the said MRS SUSIE LAMPLEY EXTRX 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 MRS SUSIE LAMPLEY, EXTRX. and the said MERRITT AND OPHELIA BROWN further agree that the purchaser may re-enter and take possession of the property without hindrance or delay.

IN THE EVENT OF A SALE OF SAID PROPERTY UNDER AND BY VIRTUE OF THIS DEED, THEN THE SAID MERRITT AND OPHELIA BROWN AND ALL PERSONS HOLDING UNDER THEM SHALL BE AND BECOME THE TENANTS AT WILL OF THE PURCHASER OF THE SAME FROM AND AFTER THE EXECUTION AND DELIVERY OF A DEED TO SUCH PURCHASER, SAID TENANCY TO DETERMINED AT THE OPTION OF SAID PURCHASER UPON FIVE DAYS WRITTEN NOTICE.

In Witness Whereof, I hereunto set MY signature, this 28TH day of MAY 1919

SUSIE LAMPLEY EXTRS

As evidence of OUR ratification and acceptance of the foregoing terms and conditions, WE, THE UNDERSIGNED join herein, and subscribe OUR name Sereto.

This 28TH day of MAY 1919

MERRITT BROWN
OPHELIA BROWN

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, W B BALLARD, a Notary Public in and for said County and State, the within named MRS SUSIE LAMPLEY, EXTRX AND MERRITT BROWN AND WIFE OPHELIA BROWN the bargainor..., with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And OPHELIA BROWN ---WIFE---- of the said MERRITT BROWN having appeared before me, privately and apart from HER husband..., the said OPHELIA BROWN acknowledged the execution of the said instrument to have been done by HER 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 3RD day of JUNE 1919

SEAL--- W B BALLARD, Notary Public.

US R $02.00
RECEIVED THE 3 DAY OF JUNE A J 1919 AT 12:47 O CLOCK P M
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