NO. 8590 REGISTERED AUGUST 27 1919

BISCOE B GRIFFITH ETAL HEIRS OF CALLIE L GRIFFITH, TO ROBERT L CHARLTON ET UX EDNA CHARLTON

FOR AND IN CONSIDERATION of the sum of ($2,000.00) TWO THOUSAND DOLLARS,

paid and to be paid by ROBERT L CHARLTON AND WIFE EDNA CHARLTON as follows:

TWO HUNDRED ($200.00)--------- Dollars, cash, the receipt of which is hereby acknowledged, and

for the remainder the said ROBERT L CHARLTON AND WIFE EDNA CHARLTON

HAVE executed 40 promissory notes for TWENTY-FIVE($25.00) AND 1 NOTE FOR ($800.00) EIGHT HUNDRED DOLLARS, EIGHT HUNDRED DOLLARS

Dollars each, of even date herewith, payable to the order of BISCOE GRIFFITH, INDIVIDUALLY AND AS TRUSTEE FOR CO-GRANTORS bearing six per cent interest from AUGUST 1 1919, with lien retained on the property herein conveyed to secure their payment. The first one of said notes falls due ONE SEPTEMBER 1ST 1919 and the other ONE ON THE 1ST DAY OF EACH SUCCEEDING MONTH thereafter, until all are paid, THE 1ST FORTY NOTES BEING FOR ($25.00) AND 41ST. & FINAL NOTE FOR ($800.00) Del. Rel. to Emerson wife of Emerson Rel. to Emerson wife of Emerson

WE BISCOE B GRIFFITH, MRS WILLIE J MAXEY, WIDOW, MRS BONNIE J HOOD, WIFE OF L W HOOD, MRS ROBERTA P EMERSON, WIFE OF W F EMERSON, ONLY HEIRS OF CALLIE L GRYFFITH DEC'D.

have bargained and sold, and by these presents do transfer and convey unto the said ROBERT L CHARLTON AND WIFE EDNA CHARLTON, AND TO THE SURVIVOR THEREOF, THEIR HIS OR HER.

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

BEING LOT # 13 IN GEORGE W STAINBACKS CORRECTED PLAN AS OF RECORD IN PLAN BOOK 161, PAGE 141 R.O.D.C. TENNESSEE. SAID LOT NO 13 FRONTS 50 FEETY FEET ON THE WEST SIDE OF PENNOCK AVENUE AND RUNS BACK BETWEEN PARALLEL LINES 150 FEET TO AN ALLEY AND IS THE SAME PROPERTY CONVEYED TO MRS CALLIE L GRIFFITH BY DEED OF ANNA G KILBOURNE AND HUSBAND, H K KILBOURNE, DATED FEBY 19 1913, AS OF RECORD IN BOOK NO 433, PAGE 484 OF THE ROD C TENNESSEE, TO WHICH REFERENCE IS MAD FOR TITLE. GRANTEES ASSUME AND AGREE TOPAY ALL TAXES FOR YEAR 1919. IT IS UNDERSTOOD AND AGREED THAT GRANTEES ARE TO HAVE POSSESSION OF SAID PROPERTY ON AND AFTER OCTOBER 1 1919.

The entire debt secured herein having been paid in full to me I hereby release the the lawful owner of said notes the lien on the within described property held by me to secure the payment of said debt. This 1st day of Sept 1919. Witness [illegible]

To Have and to Hold the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said ROBERT L CHARLTON AND WIFE EDNA CHARLTON, AND TO THE SURVIVOR THEREOF, HIS OR HER, THEIR heirs and assigns forever. And WE do covenant with the said ROBERT L CHARLTON AND WIFE, EDNA CHARLTON 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 ROBERT L CHARLTON AND WIFE, EDNA CHARLTON 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 BISCOE B GRIFFITH AND ALL OF HIS CO-GRANTORS HEREIN NAMED and ROBERT L CHARLTON AND WIFE EDNA CHARLTON,

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 ROBERT L CHARLTON AND WIFE agree to keep the BUILDINGS on property conveyed insured to the amount of ONE THOUSAND ($1000) Dollars, payable to the said BISCOE B GRIFFITH INDIVIDUALLY & TRUSTEE as collateral security to said notes, and to pay all taxes when due; and the said ROBT L CHARLTON AND WIFE further agree that if THEY fail to keep the said BUILDINGS insured, or to pay any taxes as agreed, the said BISCOE B GRIFFITH, or the lawful holder of said notes may have the buildings 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 ROBT L CHARLTON AND WIFE shall fail to repay any premium or taxes and interest within TWO months from the payment thereof by the said BISCOE B GRIFFITH, OR LAWFUL HOLDER such failure shall render all of said notes due at the expiration of such time.

The said ROBERT L CHARLTON AND WIFE further agree, that if said notes become due upon any contingency hereinbefore stated, the said BISCOE B GRIFFITH, ------ 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 ROBERT L CHARLTON AND WIFE, or THEIR legal representatives.

The said ROBT L CHARLTON AND WIFF -------- further agree that the said BISCOE B GRIFFITH, may execute the power of sale herein contained without giving bond or taking oath; that the said BISCOE B GRIFFITH, or the lawful owner of any of the notes herein secured, may bid at any sale under said power; and that if the said BISCOE B GRIFFITH 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 BISCOE B GRIFFITH, and the said ROBT L CHARLTON AND WIFE 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 signatures, this 1ST day of AUGUST 1919

BISCOE B GRIFFITH
L W HOOD, MRS BONNIE J HOOD
L L F TICE
MRS LUCILLE F TICE
MRS WILLIE J MAXEY, WIDOW
MRS ROBERTA P EMERSON, W F EMERSON

As evidence of OUR ratification and acceptance of the foregoing terms and conditions, WE ROBERT L CHARLTON AND WIFE EDNA CHARLTON join herein, and subscribe OUR names hereto.

This 1ST day of AUGUST 1919.

R.L.CHARLTON
EDNA CHARLTON

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, W.RUFUS PARDUE, a Notary Public in and for said County and State, the within named BISCOE B GRIFFITH MRS WILLIE J MAXEY WIDOW, L W HOOD AND WIFE BONNIE J HOOD W F EMERSON AND WIFE ROBERTA P EMERSON R L CHARLTON AND WIFE EDNA CHARLTON the bargainor with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And BONNIE J HOOD AND ROBERTA P EMERSON AND EDNA CHARLTON --WIVES-- of the said L W HOOD AND W F EMERSON AND R L CHARLTON having appeared before me, privately and apart from THEIR husband, the said BONNIE J HOOD AND ROBERTA P EMERSON AND EDNA CHARLTON acknowledged the execution of the said instrument to have been done by THEM freely, voluntarily, and understandingly, without compulsion or constraint from THEIR said husband, and for the purposes therein expressed.

Witness my hand and official seal, at NASHVILLE Tennessee, this 1ST day of AUGUST 1919

SEAL W RUFUST PARDUE, Notary Public.
MY COM EXPIRES OCT 4 1919

STATE OFMICHIGAN,
WAYNE COUNTY

PERSONALLY APPEARED BEFORE ME A NOTARY PUBLIC IN AND FOR SAID COUNTY, AND STATE THE WITHIN NAMED L F TICE AND WIFE MRS LUCILLE F TICE, THE BARGAINERS, WITH WHOM I AM PERSONALLY ACQUAINTED, AND WHO ACKNOWLEDGED THAT THEY EXECUTED THE WITHIN INSTRUMENT FOR THEPURPOSES THEREIN CONTAINED, AND LUCILLE F TICE WIFE OF THE -- F TICE, HAVING APPEARED BEFORE ME P RIVATELY AND APART FROM HER HUSBAND, THE SAID LUCILLE F TICE, ACRNOWLEDGED THE EXECUTION OF THE SAID INSTRUMENT TO HAVE BEEN DONE BY HER FREELY, VOLUNTARILY AND UNDERSTANDINGLY, WITH OUT COMPULSION OR CONSTRAINT FROM HER SAID HUSBAND, AND FOR THE PURPOSES THEREIN EXPRESSED.
WITNESS MY HAND AND OFFICIAL SEAL AT DETROIT MICHIGAN, THIS 9TH DAY OF AUGUST 1919
SEAL----- EUGENE B THIBAULT NOTARY PUBLIC
MY COM EXPIRES NOV 5TH 1920

US R $8.00 RECEIVED THE 25TH DAY OF AUG A D 1919 AT 2:27 O CLOCK
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