M I LUSKY

FOR AND IN CONSIDERATION of the sum of [illegible] DOLLARS, paid and to be paid by MATTIE RANKINS & HUSBAND as follows: SEVENTY FIVE($75.00)------ Dollars, cash, the receipt of which is hereby acknowledged, and for the remainder the said MATTIE RANKINS,

ha S executed 40 promissory notes for FORTEEN & 50/100 ($14.50)---- AND ONE NOTE FOR ($500.00 DUE MAY 13TH, 1925 Dollars each, of even date herewith, payable to the order of M I LUSKY, and bearing NO interest from DATE UNTIL MATURITY, with lien retained on the property herein conveyed to secure their payment. The first one of said notes falls due MAY 13TH, 1920 and the others ON THE 13TH DAY OF EACH SUCCEEDING MONTH--- thereafter, until all are paid IN FULL, IN M.I.LUSKY,

have bargained and sold, and by these presents do transfer and convey unto the said MATTIE RANKINS, HER heirs and assigns, a certain tract or parcel of land in DAVIDSON County, State of Tennessee, as follow»:

BEING ONE HALF OF LOT NO. 21 IN HOLTS ADDITION TO NASHVILLE, TENNESSEE THE NORTH 25 FEET OF SAID LOT WHICH FRONTS ON THE WEST SIDE OF HOLT STREET OR WARREN STREET AND RUNS BACK BETWEEN PARALLEL LINES 136 FEET TO AN ALLEY AS RECORDED IN BOOK 21, PAGE 33 R O D C

The entire debt secured herein having been paid in full to [illegible] this lawful owner and holder thereof, I hereby release the lien on the within described property, held to secure the payment of said debt. This [illegible] day of [illegible] 192[illegible]

Attest. [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 MATTIE RANKINS, HER heirs and assigns forever. And I do covenant with the said MATTIE RANKINS, that I AM lawfully seized and possessed of said land in fee simple, have a good right to convey it, and the same is unencumbered

And I do further covenant and bind MYSELF, AND MY heirs and representatives to warrant and forever defend the title to said land to the said MATTIE RANKINS, HER heirs and assigns, against the lawful claims of all persons whomsoever. THE GRANTOR HEREBY ASSUMES AND AGREES TO PAY THE 1920 CITY TAXES; THE GRANTEE ASSUMES AND AGREES TO PAY THE 1920 STATE AND COUNTY TAXES

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 M I LUSKY and MATTIE RANKINS, 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 MATTIE RANKINS agree S to keep the HOUSE on property conveyed insured to the amount of SIX HUNDRED ($600.00) Dollars, payable to the said M I LUSKY, as collateral security to said notes, and to pay all taxes when due; and the said MATTIE RANKINS further agree S that if SHE fail S to keep the said HOUSE insured, or to pay any taxes as agreed, the said M I LUSKY, 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 MATTIE RANKINS, shall fail to repay any premium or taxes and interest within TWO months from the payment thereof by the said M I LUSKY such failure shall render all of said notes due at the expiration of such time.

The said MATTIE RANKINS further agree S that if said notes become due upon any contingency hereinbefore stated, the said M I LUSKY, 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 MATTIE RANKINS or HER legal representatives.

The said MATTIE RANKINS further agree S that the said M I LUSKY, may execute the power of sale herein contained without giving bond or taking oath; that the said M I LUSKY, or the lawful owner of any of the notes herein secured, may bid at any sale under said power; and that if the said M I LUSKY 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 M I LUSKY, and the said MATTIE RANKINS further agree S that the purchaser may re-enter and take possession of the property without hindrance or delay.

In Witness Whereof, I hereunto set MY signature, this 13TH day of APRIL 1920

M I LUSKY

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

This 13TH day of APRIL 1920

WITNESS: MATTIE HER X MARK RANKINS

HAYES E COLE

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, E R HARRISON, a Notary Public in and for said County and State, the within named M I LUSKY AND WIFE MATTIE RANKINS, the bargainor S, with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And XXXXXXX XXXXXX of the said XXXXXX having appeared before me, privately and apart from husband, the said XX acknowledged the execution of the said instrument to have been done by XXX freely, voluntarily, and understandingly, without compulsion or constraint from said husband, and for the purposes therein expressed. XX

Witness my hand and official seal, at NASHVILLE Tennessee, this 13 day of APRIL 1920

SEAL E R HARRISON Notary Public.

US R $(0L.00

RECEIVED THE 13TH DAY OF APRIL A D 1920 AT 2:15 O CLOCK P M

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