FREDERICK W LEWIS TO J O FAISON AND T W HOUERTON

FOR AND IN CONSIDERATION of the sum of FIVE HUNDRED FORTY DOLLARS,
paid and to be paid by J O FAISON AND THOS H HOUERTON as follows:
ONE HUNDRED EIGHT, Dollars, cash, the receipt of which is hereby acknowledged, and
for the remainder the said J O FAISON AND THOS H HOUERTON,
has S executed THEIR 4 promissory notes for ONE HUNDRED EIGHT
Dollars each, of even date herewith, payable to the order of
FREDERICK W LEWIS and bearing six per cent interest from DATE
UNTIL PAID AND DUE 3-6-9- AND 12 MONTHS FROM DATE AND TO SECURE ALL OF WHICH NOTES A LIEN
IS EXPRESSLY RETAINED ON THE HEREINAFTER DESCRIBED PROPERTY..
and the others thereafter, until all are paid
I, FREDERICK W LEWIS AN UNMARRIED MAN, A RESIDENT OF NASSU COUNTY STATE OF NEW YORK
have bargained and sold, and by these presents do transfer and convey unto the said J O FAISON AND THOS H HOUERTON,
heirs and assigns, a certain tract or parcel of land in DAVIDSON County, State of Tennessee, as follows:

LOTS 24 AND 25 OF BLOCK A IN THE SUBDIVISION OF THE HULME FARM, KNOWN AS HADLEYS BEND CITY, A PLAT OF WHICH SUBDIVISION BEING FILED IN THE REGISTERS OFFICE OF DAVIDSON COUNTY, TENNESSEE, ON MARCH 19, 1918 AND RECORDED AT PAGE 120 OF PLAN BOOK 421, OF SAID OFFICE.
BEING A PART OF THE SAME PROPERTY CONVEYED TO FREDERICK W LEWIS BY J L HULME AND WIFE, PEARL M HULME, BY DEED DATED MARY 18, 1918 AND RECORDED AT PAGE 633 OF DEED BOOK 504 OF R O D C.

TO HAVE AND TO HOLD the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said J O FAISON AND THOS H HOUERTON, THEIR heirs and assigns forever. And I do covenant with the said J O FAISON AND THOS H HOUERTON, 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, MY heirs and representatives to warrant and forever defend the title to said land to the said J O FAISON AND THOS H HOUERTON, 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 FREDERICK W LEWIS and J O FAISON AND THOS H HOUERTON that if any of said notes shall at any time be unpaid, either in whole or in part, [illegible] after maturity, all of the notes shall thereupon become due.

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

The said J O FAISON AND THOS H HOUERTON, further agree that if said notes become due upon any contingency hereinbefore stated, the said FREDERICK W LEWIS 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 J O FAISON AND THOS H HOUERTON, or THEIR legal representatives.

The said J O FAISON AND THOS H HOUERTON, further agree that the said FREDERICK W LEWIS may execute the power of sale herein contained without giving bond or taking oath; that the said FREDERICK W LEWIS, or the lawful owner of any of the notes herein secured, may bid at any sale under said power; and that if the said FREDERICK W LEWIS 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 FREDERICK W LEWIS, and the said J O FAISON AND THOS H HOUERTON further agree 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 2ND day of APRIL 1918

FREDERICK W LEWIS

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

This 2ND day of APRIL 1918

J O FAISON

THOS H HOUERTON

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, ZEE CHILDRESS, a Notary Public in and for said County and State, the within named FREDERICK W LEWIS AN UNMARRIED MAN, the bargainor, with whom I am personally acquainted, and who acknowledged that HE executed the within instrument for the purposes therein contained.

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

Witness my hand and official seal, at NASHVILLE Tennessee, this 2ND day of APRIL 1918

((((SEAL)))) ZEE CHILDRESS, Notary Public.

US R $0 1.00

RECEIVED THE 6TH DAY OF MAY A D 1920 AT 10:05 O CLOCK A M

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