NO. 10896 RECEIVED

JOE WALKUP ET UX TO JOSEPH F BROWN ET UX

FOR AND IN CONSIDERATION of the sum of $1400.00) FOURTEEN HUNDRED---------- DOLLARS, paid and to be paid by JOSEPH F BROWN AND WIFE BIRDIE E BROWN---------- as follows: ONE HUNDRED AND 00/100 ($100.00) Dollars, cash, the receipt of which is hereby acknowledged, and for the remainder the said JOSEPH F BROWN AND WIFE BIRDIE E BROWN, ONE HUNDRED AND THIRTY (130) has WE executed THEIR / promissory notes for TEN ($10.00) Dollars each, of even date herewith, payable to the order of JOE WALKUP, and bearing six per cent interest from DATE, with lien retained on the property herein conveyed to secure their payment. The first one of said notes falls due SEPT 20TH DAY 1920 and the others ONE ON OR BEFORE THE 20TH DAY OF EACH AND EVERYMONTH----- thereafter, until all are paid

WE, JOE WALKUP AND WIFE MOLLIE D WALKUP, THIS -DAY-

have bargained and sold, and by these presents do transfer and convey unto the said JOSEPH F BROWN AND WIFE BIRDIE E. BROWN---------- heirs and assigns, a certain tract or parcel of land in DAVIDSON County, State of Tennessee, as follows:

BEING PART OF LOT NO. 618 IN THE NORTH NASHVILLE REAL ESTATE COMPANY, PLAN WHICH PLAN IS OF RECORD IN BOOK NO. 21, PAGE 105 R O D C TENN, SAID PART OF LOT NO. 618 FRONTS 40 FEET ON THE WEST SIDE OF DELTA AVENUE AND RUNS BACK 160½ FEET MORE OR LESS TO AN ALLEY, AND IS PART OF THE SAME PROPERTY THAT WAS CONVEYED BY DEED OF P J KANE AND WIFE ANNIE KANE TO JOE WALKUP ON OCT 14TH. 1908 SEE DEED OF RECORD IN BOOK NO. 369, PAGE 509 R O D C TENN.

I do swear that I am the true and lawful holder of the claim secured by the instrument within named, and hereby acknowledge the satisfaction thereof and discharge of the lien to secure the same in full. This ____ day of ____ 192__.

Witness: _____

To HAVE AND TO HOLD the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said JOSEPH F BROWN AND WIFE BRIDIE E BROWN, THEIR heirs and assigns forever. And WE do covenant with the said JOSEPH F BROWN AND WIFE BIRDIE E BROWN, 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 JOSEPH F BROWN AND WIFE BIRDIE E 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 JOE WALKUP and JOSEPH F BROWN AND WIFE BIRDIE E BROWN, 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 JOSEPH F BROWN AND WIFE BIRDIE E BROWN agree to keep the RESIDENCE, on property conveyed insured to the amount of $1000.00) Dollars, payable to the said JOE WALKUP as collateral security to said notes, and to pay all taxes when due; and the said JOSEPH F BROWN AND WIFE BIRDIE E BROWN, further agree that if THEY fail to keep the said RESIDENCE insured, or to pay any taxes as agreed, the said JOE WALKUP, 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 JOSEPH F AND BIRDIE E BROWN, shall fail to repay any premium or taxes and interest within TWO months from the payment thereof by the said JOE WALKUP, such failure shall render all of said notes due at the expiration of such time.

The said JOSEPH F AND BIRDIE E BROWN, further agree that if said notes become due upon any contingency hereinbefore stated, the said JOE WALKUP, 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 JOSEPH F BROWN AND WIFE BIRDIE E BROWN, or THEIR legal representatives.

The said JOSEPH F BROWN AND WIFE BIRDIE E BROWN, further agree that the said JOE WALKUP may execute the power of sale herein contained without giving bond or taking oath; that the said JOE WALKUP, or the lawful owner of any of the notes herein secured, may bid at any sale under said power; and that if the said JOE WALKUP 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 JOE WALKUP, and the said JOSEPH F BROWN AND WIFE BIRDIE E BROWN further agree ~~that the purchaser may re-enter and take possession of the property without hindrance or delay.~~ THAT IN THE EVENT OF A SALE OF SAID PROPERTY UNDER BY AND BY VIRTUE OF THIS DEED THEN THE SAID JOSEPH F BROWN AND BIRDIE E 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 BE DETERMINED AT THE OPTION OF SAID PURCHASER UPON FIVE DAYS WRITTEN NOTICE.

In Witness Whereof, WE hereunto set OUR signatureS, this 20TH day of AUG 1920

JOE WALKUP

MOLLIE D WALKUP

As evidence of OUR ratification and acceptance of the foregoing terms and conditions, WE, JOSEPH F BROWN AND WIFE BIRDIE E BROWN, join herein, and subscribe OUR name S hereto.

This 20TH day of AUG 1920

JOSEPH F BROWN

BIRDIE E BROWN

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, FRED K JONES, a Notary Public in and for said County and State, the within named JOE WALKUP AND WIFE MOLLIE D WALKUP JOSEPH F BROWN AND WIFE BIRDIE E BROWN the bargainor S, with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And MOLLIE D WALKUP AND BIRDIE E BROWN, WIVES of the said JOE WALKUP AND JOSEPH F BROWN,

having appeared before me, privately and apart from THEIR husband S, the said MOLLIE D WALKUP AND BIRDIE E BROWN 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 S, and for the purposes therein expressed.

Witness my hand and official seal, at NASHVILLE Tennessee, this 23 day of AUG 1920

SEAL FRED K JONES Notary Public.

US R S $ 1.50

RECEIVED THE 26TH DAY OF AUG A D 1920 AT 9:02 O CLOCK A M

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