...FALL

FOR AND IN CONSIDERATION of the sum of TWELVE HUNDRED ($1200.00) AND 00/100 DOLLARS, paid and to be paid by G J DANIEL as follows: ($400.00) ----- AND 00/100 Dollars cash, the receipt of which is hereby acknowledged, and for the remainder the said G J DANIEL has executed 30 promissory note for ($30.00) AND 00/100 Dollars each, of even date herewith, payable to the order of MRS EMMA NIMMERFALL, and bearing six per cent interest from ----- with lien retained on the property herein conveyed to secure their payment. The first one of said notes falls due SEPTEMBER 25TH, 1920 and the others ONE ON THE 25TH DAY OF EACH SUBSEQUENT MONTH-------- thereafter until all are paid.

I, MRS EMMA NIMMERFALL, A WIDOW have bargained and sold, and by these presents do transfer and convey, unto the said G J DANIEL, HIS heirs and assigns, a certain tract or parcel of land in DAVIDSON County, State of Tennessee, as follows:

BEING LOT NO. 20 ON W M BUTLERS SUBDIVISION AS OF RECORD IN BOOK 57, PAGE 98 OF THE REGISTERS OFFICE FOR SAID DAVIDSON COUNTY, TENNESSEE, SAID LOT NO. 20 FRONTS 50 FEET ON THE EASTERLY SIDE OF SALEM STREET, OR 17TH AVENUE NORTH, AND EXTENDS BACK BETWEEN PARALLEL LINES 145½ FEET TO AN ALLEY IN THE REAR, AND BEING THE SAME PROPERTY CONVEYED TO MRS EMMA NIMMERFALL BY DEED FROM J A PROCTOR AND WIFE EMMA PROCTOR, OF RECORD IN BOOK 369, PAGE 113 R O D C TO WHICH REFERENCE IS MADE.

Mrs Emma Nimmerfall

TO HAVE AND TO HOLD the said tract or parcel of land, with the appurtenances, estate, title, and interest thereto belonging, to the said G J DANIEL, HIS heirs and assigns, forever. And I do covenant with the said G J DANIEL, 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 G J DANIEL, HIS 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 EMMA NIMMERFALL and G J DANIEL, 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.

The said G J DANIEL agrees to keep the BUILDINGS on property conveyed insured to the amount of ($400.00) AND 00/100 Dollars, payable to the said MRS EMMA NIMMERFALL, as collateral security to said notes, and to pay all taxes when due; and the said G J DANIEL further agrees that if HE fail S to keep the said BUILDINGS insured, or to pay any taxes as agreed, the said MRS EMMA NIMMERFALL, 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 G J DANIEL shall fail to repay any premium or taxes and interest within --TWO-- months from the payment thereof by the said MRS EMMA NIMMERFALL, such failure shall render all of said notes due at the expiration of such time.

The said G J DANIEL further agree that if said notes become due upon any contingency hereinbefore stated, the said MRS EMMA NIMMERFALL, 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 G J DANIEL, or HIS legal representatives.

The said G J DANIEL further agree S that the said MRS EMMA NIMMERFALL may execute the power of sale herein contained without giving bond or taking oath; that the said MRS EMMA NIMMERFALL, or the lawful owner of any of the notes hereby secured, may bid at any sale under said power; and that if the said MRS EMMA NIMMERFALL 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 EMMA NIMMERFALL, and the said G J DANIEL further agree that the purchaser may possess and take possession of the property without hindrance or delay. THAT IN THE EVENT OF A SALE OF SAID PROPERTY UNDER AND BY VIRTUE OF THIS DEED, THEN THE SAID G J DANIEL AND ALL PERSONS HOLDING UNDER HIM 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, I hereunto set MY signature, this 25TH day of AUGUST 1920

MRS EMMA NIMMERFALL

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

This 25TH day of AUGUST 1920

G.S.DANIEL

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 EMMA NIMMERFALL AND G J DANIEL, the bargainor, with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And XXXXXX XXXXXX of the said XXXXXX XXXXXX having appeared before me privately and apart from husband, the said , acknowledged the execution of the said instrument to have been done by 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 26TH day of AUGUST 1920

SEAL W B BALLARD, Notary Public.

US R 8 $1.50

RECEIVED THE 4TH DAY OF SEPTEMBER A D 1920 AT 10:57 O CLOCK

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