ER 41190

ALLEN BYRD ET UX TO WM. F. SPANN ET UX

FOR AND IN CONSIDERATION of the sum of FOUR HUNDRED SEVENTY SIX ($476.00) DOLLARS, paid and to be paid by WM. F. SPANN AND WIFE EMMA D. SPANN as follows: ONE [illegible] Dollars cash, the receipt of which is hereby acknowledged, and for the remainder WE, WILLIAM F. SPANN AND WIFE EMMA D. SPANN

ha VE executed OUR 39 VENDORS LIEN NOTES, PAYABLE MONTHLY TO THE ORDER OF ALLEN BYRD. 38 OF SAID NOTES ARE FOR $12.00 AND ONE OF SAID NOTES ARE FOR $19.00. ~~THE EARLIEST DATED~~ Dollars each of even date herewith, payable to the order of , ~~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 NOVEMBER 13TH, 1922, and the others ONE EACH SUCCEEDING MONTH THEREAFTER thereafter until all are paid. IN FULL. NONE OF SAID NOTES BEAR INTEREST, AS THE INTEREST HAS BEEN COMPUTED AT 6% PER ANNUM MONTHLY ON THE WHOLE AMOUNT AND ADDED TO THE FACE OF EACH NOTE. THAT IS TO SAY, THE PRINCIPAL OF THE FIRST NOTE IS $12.00, County, State of Tennessee, to follows:

INTEREST $2.48 MAKING A TOTAL FOR THE FIRST NOTE OF $14.48. EACH SUCCEEDING NOTE THEREAFTER IS FOR AN AMOUNT SIX CENTS LESS THAN THE PRECEEDING NOTE. THE LAST OR 39TH NOTE IS FOR $19.00 PRINCIPAL, INTEREST .10 CENTS MAKING A TOTAL FOR THE LAST NOTE OF $19.10. A LIEN IS RETAINED ON THE PROPERTY HEREIN CONVEYED TO SECURE THE PAYMENT OF THE PURCHASE PRICE.

WE, ALLEN BYRD AND WIFE T. M. BYRD HAVE BARGAINED AND SOLD, AND BY THESE PRESENTS DO TRANSFER AND CONVEY UNTO THE SAID WM. F. SPANN AND WIFE EMMA D. SPANN, THEIR HEIRS AND ASSIGNS, A CERTAIN TRACT OR PARCEL OF LAND IN DAVIDSON COUNTY, STATE OF TENNESSEE, AS FOLLOWS:

BEING LOTS NOS. 38 AND 39 ON THE PLAN OF T. M. STEGER'S CLIFTON PIKE SUBDIVISION ON THE BARROW PLACE, AS OF RECORD IN BOOK NO. 421, PAGE 112, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE. SAID LOTS NOS. 38 AND 39 FRONT 40 FEET EACH ON THE NORTHERLY SIDE OF WEST HILL STREET AND RUN BACK BETWEEN PARALLEL LINES 125 FEET TO AN ALLEY.

BEING THE SAME PROPERTY CONVEYED BY DEED OF THE PEOPLE'S SAVINGS BANK & TRUST COMPANY, A CORPORATION UNDER THE LAWS OF TENNESSEE, TO ALLEN BYRD AND WIFE T. M. BYRD, AS OF RECORD IN BOOK 529, PAGE 127, R.O.D.C., TENNESSEE, TO WHICH REFERENCE IS HEREBY made.

THE PURCHASER AGREES TO ASSUME ALL TAXES.

I declare that I am the true and lawful holder of the claim secured by the instrument within recorded, and hereby authorize the satisfaction thereof and discharge of the lien it secures. This [illegible] day of [illegible] 1924.

[illegible]

TO HAVE AND TO HOLD the said tract or parcel of land with the appurtenances, estate, title, and interest thereto belonging, to the WM. F. SPANN AND WIFE EMMA D. SPANN, THEIR heirs and assigns, forever. And WE do covenant with the said WM. F. SPANN AND WIFE EMMA D. SPANN 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 WM. F. SPANN AND WIFE EMMA D. SPANN, 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 ALLEN BYRD AND WIFE T. M. BYRD and WM. F. SPANN AND WIFE EMMA D. SPANN that if any of said notes shall at any time be unpaid, either in whole or in part, 3 months after maturity, all of the notes shall thereupon become due.

OR HOUSES

The said WM. F. SPANN AND WIFE EMMA D. SPANN agree to keep the HOUSE / on property conveyed insured to the amount of FOUR ($400.00) HUNDRED Dollars, payable to the said ALLEN BYRD AND WIFE T. M. BYRD as collateral security to said notes, and to pay all taxes when due; and the said WM. F. SPANN AND WIFE EMMA D. further agree that if THEY fail to keep the said HOUSE OR HOUSES insured or to pay any taxes as agreed, the said ALLEN BYRD ET UX T. M. BYRD, 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 WM. F. SPANN AND WIFE EMMA shall fail to repay any premium or taxes and interest within TWO months from the payment thereof by the said ALLEN BYRD AND WIFE, such failure shall render all of said notes due at the expiration of such time.

The said WM. F. SPANN AND WIFE EMMA D. SPANN further agree that if said notes become due upon any contingency hereinbefore stated, the said ALLEN BYRD AND WIFE T. M. , 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 WM. F. SPANN AND WIFE EMMA D. SPANN, or THEIR legal representatives.

The said WM. F. SPANN AND WIFE EMMA D. further agree that the said ALLEN BYRD AND WIFE T. M. BYRD may execute the power of sale herein contained without giving bond or taking oath; that the said ALLEN BYRD AND WIFE T. M. BYRD, or the lawful owner of any of the notes herein secured, may bid at any sale under said power; and that if the said ALLEN BYRD AND WIFE T. M. BYRD 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 ALLEN BYRD AND WIFE T. M. BYRD, and the said WM. F. SPANN AND WIFE EMMA D. further agree that IN THE EVENT OF A SALE OF SAID PROPERTY UNDER AND BY VIRTUE OF THIS DEED, THEN THE SAID WM. F. SPANN AND WIFE EMMA 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 signature, this 12TH day of OCTOBER 1922.

ALLEN D. BYRD

T. M. BYRD

As evidence of OUR ratification and acceptance of the foregoing terms and conditions, WE, WM. F. SPANN AND WIFE EMMA D. SPANN join herein and subscribe OUR name S hereto.

This 12TH day of OCTOBER 1922.

WM. F. SPANN

EMMA D. SPANN

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, J. M. BRIGHT, a Notary Public in and for said County and State, the within-named ALLEN BYRD AND WIFE T. M. BYRD, the bargainor S, with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

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

Witness my hand at OFFICE, this 12TH day of OCTOBER 1922.

ACKNOWLEDGEMENT BEFORE NOTARY PUBLIC. [SEAL] J. M. BRIGHT, Notary Public.
STATE OF TENNESSEE, DAVIDSON COUNTY.
PERSONALLY APPEARED BEFORE ME J. M. BRIGHT, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, THE WITHIN NAMED WM. F. SPANN AND WIFE EMMA D. SPANN, THE BARGAINORS, WITH WHOM I AM PERSONALLY ACQUAINTED, AND WHO ACKNOWLEDGED THAT THEY EXECUTED THE WITHIN INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED. AND EMMA D. SPANN WIFE OF THE SAID WM. F. SPANN HAVING APPEARED BEFORE ME, PRIVATELY AND APART FROM HER HUSBAND, THE SAID EMMA D. SPANN ACKNOWLEDGED THE EXECUTION OF THE SAID INSTRUMENT TO HAVE BEEN DONE BY HER FREELY, VOLUNTARILY, AND UNDERSTANDINGLY, WITHOUT COMPULSION OR CONSTRAINT FROM HER SAID HUSBAND, AND FOR THE PURPOSES THEREIN EXPRESSED.
WITNESS MY HAND AND OFFICIAL SEAL, AT NASHVILLE, TENNESSEE, THIS 12TH DAY OF OCTOBER 1922.
U.S.R.S. 500.50 REC'D. OCT. 17, 1922 AT 12:16 P.M. SEAL J. M. BRIGHT NOTARY PUBLIC.