NUMBER 49254. J.D.QUARLES ET UX TO T.W.BRATTON,ET UX, RECORDED JUNE,29,1923.

FOR AND IN CONSIDERATION of the sum of $2981.76.TWO THOUSAND NINE HUNDRED EIGHTY ONE & 76/100. DOLLARS, paid and to be paid by T.W.BRATTON, as follows: ..... Dollars cash, the receipt of which is hereby acknowledged, and for the remainder the said T.W.BRATTON,AND WIFE,EUNICE BRATTON, ... has VE executed 96 promissory notes for THIRTY ONE & 06/100, ... Dollars each of even date herewith, payable to the order of J.D.QUARLES AND WIFE,LAURA M.QUARLES, ... and bearing six per cent interest from DATE OF MATURITY, ... with lien retained on the property herein conveyed to secure their payment. The first one of said notes falls due JULY,1,1923, ... and the others MONTHLY, ... thereafter until all are paid. ON FULL. WE,J.D.QUARLES AND WIFE,LAURA M.QUARLES, ... have bargained and sold, and by these presents do transfer and convey, unto the said WE,T.W.BRATTON AND WIFE,EUNICE BRATTON, THEIR ..... heirs and assigns, a certain tract or parcel of land in DAVIDSON, ... County, State of Tennessee, as follows:

BEING THE EASTERN PORTION OF LOT NO.39 OF THE PLAN OF LANDS OF HINCHEY PETWAY,DECEASED,RECORDED ON PAGE 442,OF MINUTE BOOK "1",OF THE CHANCERY COURT OF NASHVILLE,TENN,BEGINNING AT THE SOUTH-EAST CORNER OF THE J.D.QUARLES TRACT,BEING THE SOUTHEAST CORNER OF LOT NO.39 OF THE PLAN OF LANDS OF HINCHEY PETWAY,DECEASED,IN THE CENTER OF WHEELER AVENUE;THENCE NORTHWARDLY ALONG THE DIVIDING LINE BETWEEN LOTS 39 AND 40 OF THE AFORESAID PLAN,1034.22 FEET TO THE NORTHEAST CORNER OF LOT NO.39 AND THE NORTHWEST CORNER OF LOT NO.40;THENCE WESTWARDLY ALONG THE NORTH LINE OF LOT NO.39 A DISTANCE OF 210 FEET AND 7 INCHES TO A STAKE;THENCE SOUTHWARDLY ALONG A LINE PARALLEL TO THE EAST LINE OF LOT NO.39 A DISTANCE 1034.22 FEET TO THE CENTER OF WHEELER AVENUE, THENCE EASTWARDLY ALONG THE CENTER OF WHEELER AVENUE 210 FEET AND 7 INCHES TO THE POINT OF THE BEGINNING CONTAINING 5 ACRES AND BEING PART OF SAME PROPERTY CONVEYED TO J.D.QUARLES AND WIFE,LAURA M.QUARLES BY DEED OF W.J.WILLIAMS,AND WIFE,EDDINE WILLIAMS,AS OF RECORD IN BOOK 566, PAGE 523,OF THE REGISTER'S OFFICE FOR DAVIDSON COUNTY,TENNESSEE.

J.D.Quarles

TO HAVE AND TO HOLD the said tract or parcel of land with the appurtenances, estate, title, and interest thereto belonging, to the said T.W.BRATTON AND WIFE,EUNICE BRATTON, heirs and assigns, forever. And WE, do covenant with the said T.W.BRATTON AND WIFE,EUNICE BRATTON, 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 T.W.BRATTON AND WIFE,EUNICE BRATTON,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 J.D.QUARLES AND WIFE,LAURA M.QUARLES, and T.W.BRATTON AND WIFE,EUNICE BRATTON, 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 T.W.BRATTON AND WIFE,EUNICE BRATTON, agree to keep the BUILDINGS on property conveyed insured to the amount of ----- Dollars, payable to the said J.D.QUARLES AND LAURA M.QUARLES, as collateral security to said notes, and to pay all taxes when due; and the said T.W.BRATTON AND EUNICE BRATTON, further agree that if THEY fail to keep the said BUILDINGS, insured or to pay any taxes as agreed, the said J.D.QUARLES AND LAURA M.QUARLES, 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 T.W.BRATTON & EUNICE BRATTON, shall fail to repay any premium or taxes and interest within TWO months from the payment thereof by the said J.D.& LAURA M.QUARLES, such failure shall render all of said notes due at the expiration of such time.

The said T.W.BRATTON & EUNICE BRATTON, further agree that if said notes become due upon any contingency hereinabefore stated, the said J.D.& LAURA M.QUARLES, 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 T.W.BRATTON & EUNICE BRATTON or THE IR legal representatives.

The said T.W.BRATTON & EUNICE BRATTON, further agree that the said J.D.QUARLES AND LAURA M.QUARLES, may execute the power of sale herein contained without giving bond or taking oath; that the said J.D.& LAURA M.QUARLES, or the lawful owner of any of the notes herein secured, may bid at any sale under said power; and that if the said J.D.QUARLES AND LAURA M.QUARLES, 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 J.D.QUARLES AND LAURA M.QUARLES, and the said T.W.BRATTON & EUNICE BRATTON, Further agree THAT THE PURCHASER MAY REENTER AND TAKE POSSESSION OF THE PROPERTY WITHOUT HINDRANCE OR DELAY.

~~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 S this 26 day of MAY,1926.

~~T.W.BRATTON.~~ J.D.Quarles

~~EUNICE BRATTON.~~ Laura M.Quarles

As evidence of OUR ratification and acceptance of the foregoing terms and conditions, WE,T.W.BRATTON AND WIFE,EUNICE BRATTON, join herein and subscribe OUR name S hereto.

This 26 day of MAY,1926

T.W.BRATTON.

EUNICE BRATTON.

ACKNOWLEDGMENT BEFORE NOTARY PUBLIC.

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, R.C.BEARDEN, a Notary Public in and for said County and State, the within named J.D.QUARLES AND WIFE,LAURA M.QUARLES, the bargainor S, with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And LAURA M.QUARLES, WIFE, of the said J.D.QUARLES, having appeared before me privately and apart from HER husband, the said LAURA M.QUARLES, 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 26 day of MAY, 1923.

(Seal) R.C.BEARDEN, Notary Public

STATE OF TENNESSEE,DAVIDSON COUNTY, PERSONALLY APPEARED BEFORE ME,W.E.BEARDEN,A NOTARY PUBLIC IN AND FOR SAID COUNTY,AND STATE,THE WITHIN NAMED T.W.BRATTON,THE BARGAIN OR,WITH WHOM I AM PERSONALLY ACQUAINTED,AND WHO ACKNOWLEDGED THAT HE EXECUTED THE WITHIN INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED.AND EUNICE BRATTON,WIFE OF THE SAID T.W.BRATTON,HAVING PERSONALLY APPEARED BEFORE ME,PRIVATELY,AND APART FROM HER HUSBAND,THE SAID EUNICE BRATTON,ACKNOWLEDGED THE EXECUTION OF SAID DEED 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 28 DAY OF MAY,1923.

(SEAL) W.E.BEARDEN,NOTARY PUBLIC.

U.S.R.S.$3.00.
REC.JUNE,22,1923 AT 9:27 A.M.