NUMBER 61588. ADA R.CLARK. TO E.W.LAWRENCE ET UX RECORDED JUNE,9,1924.

FOR AND IN CONSIDERATION of the sum of FOUR HUNDRED (~~Seven~~) $400.00 DOLLARS, paid and to be paid by E.W.LAWRENCE AND WIFE LULA LAWRENCE as follows: ONE HUNDRED & FIFTY($150.00) Dollars cash, the receipt of which is hereby acknowledged, and for the remainder the said E.W.LAWRENCE AND WIFE LULA LAWRENCE,HAVE EXECUTED TWENTY~~-~~FIVE PROMISSORY NOTES OF EVEN DATE HEREWITH PAYABLE TO THE ORDER OF ADA R.CLARK FOR THE SUM OF $10.00,EACH WITH INTEREST AT 6%,FIRST OF SAID NOTES FALL DUE JULY,1,ST,1924,AND ONE THE 1ST ,DAY OF EACH MONTH THEREAFTER UNTIL ALL ARE PAID.A LIEN IS HEREBY RETAINED TO SECURE THE PAYMENT OF SAID NOTES AND INTEREST.I,ADA R.CLARK ,A WIDOW,HAVE BARGAINED AND SOLD,AND BY THESE PRESENTS DO TRANSFER AND CONVEY UNTO THE SAID E.W.LAWRENCE AND WIFE LULA LAWRENCE,THEIR HEIRS AND ASSIGNS,A CERTAIN TRACT OR PARCEL OF LAND IN DAVIDSON COUNTY,STATE OF TENNESSEE,AS FOLLOWS:BEING PART OF LOT

~~.....~~ 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 ~~.....~~ and the others ~~.....~~ thereafter until all are paid, have bargained and sold, and by these presents do transfer and convey, unto the said ~~.....~~ heirs and assigns, a certain tract or parcel of land in ~~.....~~ County, State of Tennessee, as follows:

NO.40 ON THE PLAN OF BOYD MCNAIRY'S ADDITION TO NASHVILLE,AS OF RECORD ON THE FRONT FLY LEAF OF BOOK NO,16,REGISTER'S OFFICE FOR DAVIDSON COUNTY,TENNESSEE,DESCRIBED AS FOLLOWS:BEGINNING ON THE SOUTHERLY MARGIN OF THE BOSLEY PIKE AT THE N.W.CORNER OF A PART OF SAID LOT CONVEYED BY M.P.CLARK AND WIFE TO FRED M.CLARK BY DEED OF RECORD IN BOOK NO.181,PAGE 495,SAID REGISTERS OFFICE,THENCE WITH THE SOUTHERLY MARGIN OF SAID PIKE,WESTERLY 100 FEET TO THE N .E.CORNER OF A PART OF SAID LOT CONVEYED BY ROBERT E.CLARK TO THE TENNESSEE CENTRAL RAILROAD COMPANY BY DEED OF RECORD IN BOOKNO.277,PAGE 420,SAID REGISTER'S OFFICE,THENCE W ITH THE EASTERLY LINE OF SAID R.R..LOT SOUTHERLY 149 FEET MORE OR LESS,TO THE NORTHERLY MARGIN OF AN ALLEY,THENCE WITH THE NORTHERLY MARGIN OF SAID ALLEY EASTERLY 100 FEET TO SAID FRED M.CLARK'S S.W.CORNER, THENCE WITH HIS WESTERLY LINE NORTHERLY 149 FEET,MORE OR LESS.TO THE BEGINNING,AND BEING THE SAME PROPERTY CONVEYED BY DEED AS OF RECORD IN BOOK NO.182,PAGE 387,REGISTER'S OFFICE FOR DAVIDSON COUNTY,TENNESSEE.

TO HAVE AND TO HOLD the said tract or parcel of land with the appurtenances, estate, title, and interest thereto belonging, to the said E.W.LAWRENCE AND WIFE LULA LAWRENCE,THEIR, heirs and assigns, forever. And I, do covenant with the said E.W.LAWRENCE AND WIFE LULA LAWRENCE, 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 E.W.LAWRENCE AND WIFE,LULA LAWRENCE,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 ADA R.CLARK, and E.W.LAWRENCE AND WIFE LULA LAWRENCE, 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.

Transcribed CDW

This conveyance made between E.W.LAWRENCE AND WIFE LULA LAWRENCE, the first party, and ADA R.CLARK, the second party, witnesseth: That whereas the said first party is indebted to the said second party in the sum of $400.00 as evidenced by twenty-five promissory notes of even date herewith, payable to the order of the said second party, bearing six per cent interest from date, and due and payable as follows: $10.00 on the 1st day of July, 1924, and $10.00 on the 1st day of each month thereafter until all are paid, and a lien is retained on the property herein conveyed to secure their payment. Now, therefore, in consideration of the premises and of one dollar cash in hand paid by the second party to the first party, the receipt of which is hereby acknowledged, the said first party has bargained and sold, and by these presents does transfer and convey unto the said second party, his heirs and assigns, a certain tract or parcel of land in Davidson County, State of Tennessee, as follows:

Paid in full 9-29-25 The Merchants Bank & Trust Co. Nashville, Tenn. By Thos. H. Paty, Cashier. Witness: Maggie Hall

The said E.W.LAWRENCE AND WIFE LULA LAWRENCE, agree to keep the ~~.....~~ on property conveyed insured in the amount of ~~.....~~ Dollars, payable to the said PAY ALL taxes when due; and the said E.W.LAWRENCE AND ELULA LAWRENCE further agree that if THEY fail to ~~pay the said~~ ~~.....~~ sion used to pay any taxes as agreed, the said ADA R.CLARK, or the lawful holder of said notes, ~~may have the building so 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 E.W.LAWRENCE AND WIFE LULA LAWRENCE, shall fail to repay any premium or taxes and interest within TWO, months from the payment thereof by the said ADA R.CLARK, such failure shall render all of said notes due at the expiration of such time.

The said E.W.LAWRENCE AND WIFE LULA LAWRENCE, further agree that if said notes become due upon any contingency hereinbefore stated, the said ADA R.CLARK, 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 E.W.LAWRENCE AND WIFE LULA LAWRENCE, or THEIR legal representatives.

The said E.W.LAWRENCE AND WIFE LULA LAWRENCE, further agree that the said ADA R.CLARK, may execute the power of sale herein contained without giving bond or taking oath; that the said ADA R.CLARK, or the lawful owner of any of the notes herein secured, may bid at any sale under said power; and that if the said ADA R.CLARK, 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 ADA R.CLARK, and the said E.W.LAWRENCE AND WIFE,LULA LAWRENCE, further agree that in the event of a sale of said property under and by virtue of this deed, then the said purchaser may re-enter and take possession of the property without hindrance or delay and the said ~~.....~~ will ~~become tenant at will of the purchaser from and after day of sale, 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.~~

That the purchaser may re-enter and take possession of the property without hindrance or delay and the said E.W.LAWRENCE AND WIFE, will become tenant at will of the purchaser from and after day of sale.

In Witness Whereof, I, hereunto set MY signature, this 30TH, day of MAY,1924.

ADA R.CLARK,

As evidence of OUR ratification and acceptance of the foregoing terms and conditions, WE,E.W.& LULA LAWRENCE, join herein and subscribe OUR name S hereto.

This 30TH, day of MAY, 1924.

E.W.LAWRENCE.
LULA LAWRENCE.

ACKNOWLEDGMENT BEFORE NOTARY PUBLIC.

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, L.A.GRIZZARD, a Notary Public in and for said County and State, the within named ADA R.CLARK,A WIDOW,E.W.LAWRENCE AND WIFE,LULA LAWRENCE, the bargainor S, with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And LULA LAWRENCE,WIFE, of the said E.W.LAWRENCE, having appeared before me privately and apart from HER husband, the said LULA LAWRENCE, 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 30TH, day of MAY, 1924.

[Seal] L.A.GRIZZARD, Notary Public.

U.S.R.S. 50 CTS.
RECD.JUNE,2,1924 AT 11:36 A.M.