NUMBER 64750. JAMES KERR ET AL, TO JNO.B.MOORE ET UX RECORDED SEPT,8,1924.

FOR AND IN CONSIDERATION of the sum of SIXTEEN HUNDRED AND FIFTY ($1,650.00), DOLLARS, paid and to be paid by JNO.B.MOORE AND WIFE,LOUISE MOORE, as follows: TWO HUNDRED ($200.00), Dollars cash, the receipt of which is hereby acknowledged, and for the remainder the said JNO.B.MOORE AND WIFE,LOUISE MOORE,

ha VE executed 20 promissory note S for TWENTY ($20.00),

Dollars each of even date herewith, payable to the order of JAMES KERR AND N.W.TRUE, 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 APRIL,1ST,1925, and the others ON THE 1ST DAY OF EACH MONTH THEREAFTER, thereafter until all are paid. AND THE SAID JNO.B.MOORE AND WIFE,LOUISE MOORE, HAVE ASSUMED THE PAYMENT IN FULL OF 54 MONTHLY NOTES,IN THE SUM OF $20.00 EACH,THE 1ST ONE OF WHICH IS DUE SEPT,1ST,1924,SAID NOTES ~~have been executed and delivered and the same are secured by a lien upon~~ ~~home and unique, a certain tract or parcel of land in~~ ~~County, State of Tennessee, as follows:~~

PAYABLE TO MARY FIKES,WE,JAMES KERR AND N.W.TRUE,HAVE BARGAINED AND SOLD,AND DO HEREBY SELL, TRANSFER AND MOONVEY UNTO THE SAID JNO.B.MOORE,AND WIFE,LOUISE MOORE,THEIR HEIRS AND ASSIGNS FOREVER,A CERTAIN TRACT OR PARCEL OF LAND IN DAVIDSON COUNTY,STATE OF TENNESSEE,AS FOLLOWS: BEING LOTS NO'S 504 AND 506 OF BLOCK 85 OF PLAN NO,1,OF WEST NASHVILLE,AS OF RECORD IN PLAN BOOK NO,57,PAGES 74 AND 75,REGISTERS OFFICE DAVIDSON CO,TENN.SAID LOTS JOIN AND FRONT TOGETHER 50 FEET OF THE SOUTH SIDE OF ILLINOIS AVE,AND EXTEND BACK BETWEEN PARALLEL LINES, SOUTHWARDLY 150 FEET TO AN ALLEY.THIS PROPERTY WAS CONVEYED TO JAMES KERR AND N.W.TRUE,BY COMER NEELY AND WIFE,ELLEN NEELY BY DEED OF RECORD IN THE OFFICE OF THE R.O.D.C.IN BOOK NO. 644,PAGE 453.

This note and secured herein having been paid in full to the lawful owner and holder thereof, I hereby release the lien on the within described property held to secure the payment of said note. This 25th day of Aug 1924.

Witness—Wilburne Waller
Witness—Mary Ruffin
Commissioner Nat'l Bank Davidson Co Tenn
By Thurman Dew Mgr

Deputy Register

TO HAVE AND TO HOLD the said tract or parcel of land with the appurtenances, estate, title, and interest thereto belonging, to the said JNO.B.MOORE AND WIFE,LOUISE MOORE,THEIR, heirs and assigns, forever. And WE, do covenant with the said JNO.B.MOORE AND WIFE,LOUISE MOORE, that WE ARE, lawfully seized and possessed of said land in fee simple, have a good right to convey it, and the same is unincumbered

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 JNO.B.MOORE AND WIFE,LOUISE MOORE,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 JNO.B.MOORE AND WIFE,LOUISE MOORE, and JAMES KERR AND N.W.TRUE, 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.

BOARDLETT-HUSTED CO. NASHVILLE

The said JNO.B.MOORE AND WIFE LOUISE MOORE, Agree to keep the BUILDINGS, on property conveyed insured to the amount of TWELVE HUNDRED, Dollars, payable to the said JAMES KERR AND N.W.TRUE, as collateral security to said notes, and to pay all taxes when due; and the said JNO.B.MOORE AND WIFE,LOUISE MOORE, further agree that if THEY fail to keep the said BUILDINGS, insured or to pay any taxes as agreed, the said JAMES KERR AND N.W.TRUE, or the lawful holder of said notes, may have the buildings 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 JNO.B.MOORE AND WIFE LOUISE MOORE, shall fail to repay any premium or taxes and interest within TWO, months from the payment thereof by the said JAMES KERR & N.W. TRUE, such failure shall render all of said notes due at the expiration of such time.

The said JNO.B.MOORE AND WIFE further agree that if said notes become due upon any contingency hereinbefore stated, the said JAMES KERR AND N.W.TRUE, 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 JNO.B.MOORE AND WIFE, or THEIR, legal representatives.

The said JNO.B.MOORE AND WIFE,LOUISE MOORE, further agree that the said JAMES KERR & N.W.TRUE, may execute the power of sale herein contained without giving bond or taking oath; that the said JAMES KERR AND N.W.TRUE, or the lawful owner of any of the notes herein secured, may bid at any sale under said power; and that if the said JAMES KERR AND N.W.TRUE, 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 JAMES KERR AND N.W.TRUE, and the said JNO.B.MOORE AND WIFE, further agree that in the event of a sale of said property under and by virtue of this deed, then the said parties of the first part, their heirs and assigns, ~~of the property without hindrance or delay, and the said~~ ~~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 will become tenant at will of the purchaser from and after day of sale.

In Witness Whereof, WE, hereunto set OUR, signature, this 22 day of AUGUST,1924.

JAMES KERR,
N.W.TRUE

As evidence of OUR ratification and acceptance of the foregoing terms and conditions, WE,JNO.B.MOORE AND WIFE,LOUISE MOORE, join herein and subscribe OUR, name S hereto.

This 22ND, day of AUGUST,1924.

JNO.B.MOORE.
LOUISE MOORE.

ACKNOWLEDGMENT BEFORE NOTARY PUBLIC.

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, JOSEPH T.CONNOR, a Notary Public in and for said County and State, the within named JAMES KERR AND N.W.TRUE AND JNO.B.MOORE AND WIFE LOUISE MOORE, the bargainor S, with whom I am personally acquainted, and who acknowledged that THEY, executed the within instrument for the purposes therein contained.

And LOUISE MOORE,WIFE, of the said JNO.B.MOORE, having appeared before me privately and apart from HER husband, the said JNO.B.MOORE, acknowledge 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 22ND, day of AUGUST, 192 4.

[Seal] JOSEPH T.CONNOR, Notary Public.

U.S.R.S.$1.00

RECD.AUG,25,1924 AT 12:04 P.M.