NUMBER 70263..J.W.GRANT ET UX TO JAMES JOHNSON ET UX,RECORDED JANY,,24,1925..

FOR AND IN CONSIDERATION of the sum of NINE HUNDRED (900), DOLLARS, paid and to be paid by JAMES JOHNSON AND WIFE,MARY JOHNSON as follows: TWENTY FIVE (25) Dollars cash, the receipt of which is hereby acknowledged, and for the remainder the said JAMES JOHNSON AND WIFE,MARY JOHNSON,

ha VE executed 88, promissory note S for TEN(10), Dollars each of even date herewith, payable to the order of J.W.GRANT,, and bearing six per cent interest from AUGUST,,4,1923, with lien retained on the property herein conveyed to secure their payment. The first one of said notes falls due ON SEPTEMBER,,4,1923, and the others FALL DUE ON THE FOURTH DAY OF EACH MONTH, thereafter until all are paid.

have bargained and sold, and by these presents do transfer and convey, unto the said ~~TOGETHER WITH ACCRED INTEREST TO DATE OF PAYMENT,AT SIX (6)PER CENT,~~ J.W.GRANT AND WIFE,A.IDA GRANT, ~~JAMES JOHNSON AND WIFE, MARY JOHNSON,THEIR~~ heirs and assigns, a certain tra t or parcel of land in DAVIDSON, County, State of Tennessee, as follows:

A CERTAIN LOT OR PARCEL OF GROUND FRONTING FIFTY(50),FEET ON THE SOUTH SIDE OF BENSON AVENUE,NOW MERRY STREET,ADJOINING THE LAND OF JESSE POINTER ON THE WEST SIDE,AND RUNNING BACK AT RIGHT ANGLES FROM SAID BENSON AVENUE,OR MERRY STREET,NINETY-SIX AND THREE FOURTHS (96¾) FEET TO A LINE OF THE LOT OWNED BY PERRY PULLMAN,AS OF RECORD,IN BOOK,75 ,PAGE 424,,AND BOOK 284,PAGE 29,OF THE 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 JAMES JOHNSON AND WIFE MARY JOHNSON,THEIR, heirs and assigns, forever. And WE, do covenant with the said JAMES JOHNSON AND WIFE MARY JOHNSON, that THEY 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 JAMES JOHNSON AND WIFE,MARY JOHNSON,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.W.GRANT AND WIFE A.IDA GRANT, and JAMES JOHNSON AND WIFE,MARY JOHNSON, (3); 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.

BRANDON-HARVEY CO. NASHVILLE

Filed for Record this 21 day of Jany, 1925 at 1:10 P.M. Attest: Mabel Grant Wadley, Register

The said JAMES JOHNSON AND WIFE,MARY JOHNSON, Agree to keep the on property conveyed insured to the amount of EIGHT HUNDRED (800), Dollars, payable to the said J.W.GRANT, as collateral security to said notes, and to pay all taxes when due; and the said JAMES JOHNSON,MARY JOHNSON,, further agree that if THEY fail to keep the said BUILDING, insured or to pay any taxes as agreed, the said J.W.GRANT,, 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 JAMES JOHNSON,MARY JOHNSON, shall fail to repay any premium or taxes and interest within TWO(2) THREE(3), months from the payment thereof by the said J.W.GRANT OR HOLDER,, such failure shall render all of said notes due at the expiration of such time.

The said JAMES JOHNSON AND MARY JOHNSON, further agree that if said notes become due upon any contingency hereinbefore stated, the said J.W.GRANT,, or the lawful owner of said notes then unpaid, after advertising once a week for at least three weeks in some new paper 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 right 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 JAMES JOHNSON MARY JOHNSON,THEIR legal representatives.

The said JAMES JOHNSON,MARY JOHNSON,, further agree that the said J.W.GRANT,, may execute the power of sale herein contained without giving bond or taking oath; that the said J.W.GRANT,, 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.W.GRANT, 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.W.GRANT,, and the said JAMES JOHNSON AND WIFE, MARY JOHNSON,, 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, and 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 HAVE, hereunto set OUR, signature S, this 4 day of AUGUST,,1923..

J.W.GRANT.
A.IDA GRANT.

As evidence of OUR, ratification and acceptance of the foregoing terms and conditions, AS SET OUT IN THE FOREGOING WE, position herein and otherwise OUR,, name S hereto.

This 4 day of AUGUST,,1923.

JAMES JOHNSON..
MARY JOHNSON.

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, AND JAMES JOHNSON AND WIFE MARY JOHNSON, a Notary Public in and for said County and State, the within named J.W.GRANT AND WIFE,A.IDA GRANT, the bargainor S, with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purpose therein contained.

And A.IDA GRANT AND MARY JOHNSON, WIVES,, of the said J.W.GRANT AND JAMES JOHNSON,, having appeared before me privately and apart from THEIR, husband S, the said A.IDA GRANT AND MARY JOHNSON,, THEM, freely, voluntarily, and understandingly, without compulsion or constraint from THEIR husband S and for the purposes therein expressed, a knowledge the execution of the said instrument to have been done by

Witness my hand and official seal, at Nashville, Tennessee, this 11TH, day of AUGUST,, 1923.

[Seal] AMBROSE BENNETT.., Notary Public.

U.S.R.S.$1.00.

RECD.JANY,21,1925 AT 1;10 P.M.