NUMBER 71272 ..W.K.WILSON, ET UX RECORDED FEB,,20,1925...

FOR AND IN CONSIDERATION of the sum of $1300.00 ,,THIRTEEN HUNDRED DOLLARS,,---------- DOLLARS, paid and to be paid by W.R.WALKER AND WIFE MARY WALKER,, as follows: FIVE HUNDRED AND SIXTY SIX DOLLARS CASH ($566.00) Dollars cash, the receipt of which is hereby acknowledged, and for the remainder the said W.R.WALKER AND WIFE,MARY WALKER HAVE EXECUTED THIER THREE(3)PROMISSORY NOTES,TWO OF THE NOTES FOR $250.OC AND ONE FOR $234.00 EACH NOTE BEARING 6% INTEREST RESPECTIVELY ,THE FIRST ONE OF THE SAID NOTES FALLS DUE ONE YEAR FROM DATE (12 MONTHS)AND THE SECOND TWO YEARS FROM DATE,(2 YEARS)AND THE THIRD NOTE THREE YEARS FROM DATE,(3 YEARS)ALL NOTES BEARING EVEN DATE WITH THIS INSTRUMENT,SAID W.R.WALKER HAS TRANSFERRED TO W.K.WILSON,ONE PROMISSORY NOTE FOR $366.00,OF WHICH PHILLIP PATTON AND THOMAS PATTON ARE THE MAKERS SAID NOTE IS TRANSFERRED

~~be executed promissory note for~~ ~~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 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:

WITH FULL ENDORSEMENT OF THE SAID W.R.WALKER WHICH IS EVIDENCED BY SAID NOTE.A VENDORS LIEN IS EXPRESSLY RETAINED TO SECURE THE PAYMENT OF SAID NOTES.THE VENDORS AGREE TO PAY THE TAX OF 1925,THE PURCHASERS RESERVE THE RIGHT TO PAY ANY AND ALL NOTES ON OR BEFORE MATURITY. WE,W.K.WILSON AND WIFE,EVA WILSON,HAVE BARGAINED AND SOLD,AND BY THESE PRESENTS DO TRANSFER AND CONVEY UNTO THE SAID W.R.WALKER,AND WIFE,MARY WALKER THEIR, HEIRS AND ASSIGNS,A CERTAIN TRACT OF LAND IN DAVIDSON COUNTY,STATE OF TENNESSEE,,AS FOLLOWS:BEING LOT NO,3,IN THE BRANSFORD REALTY COMPANYS RESUBDIVISION OF PART OF WEAKLEY AND WARRENS RE-SUBDIVISION OF BLOCK D. HERMITAGE ADDITION,AS OF RECORD IN BOOK 421,PAGE 58,R.O.D.C.TENN.SAID LOT NO,3,FRONTS 33 FEET ON THE SOUTH SIDE OF FAIN STREET AND EXTENDS BACK SOUTHERLY BETWEEN PARALLEL LINES,190 FEET,MORE OR LESS TO A 20 FOOT ALLEY,AND BEING THE SAME PROPERTY CONVEYED TO HUGH REYNOLDS, AND WIFE,SARAH A.REYNOLDS,BY DEED FROM BRANSFORD REALTY COMPANY,RECORDED IN BOOK 466,PAGE, 583,,R.O.D.C.TENN..BEING THE SAME PROPERTY CONVEYED TO W.K.WILSON,BY DEED OF HUGH REYNOLDS, AND WIFE,,SARAH REYNOLDS ,,,WHICH IS OF RECORD IN BOOK 578,PAGE 21,,R.O.D.C.TENN..

TO HAVE AND TO HOLD the said tract or parcel of land with the appurtenances, estate, title, and interest thereto belonging, to the said W.R.WALKER AND WIFE MARY WALKER THIER, heirs and assigns, forever. And WE, do covenant with the said W.R.WALKER AND WIFE,MARY WALKER, 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 OUR,, heirs and representatives to warrant and forever defend the title to said land to the said W.K.WILSON AND WIFE EVA WILSON,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 W.R.WALKER AND WIFE,MARY WALKER, and W.K.WILSON AND WIFE,EVA WILSON, that if any of said notes shall at any time be unpaid, either in whole or in part FOUR(4) months after maturity, all of the notes shall thereupon become due.

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The said W.R.WALKER AND WIFE,MARY WALKER,, Agree to keep the ~~property conveyed~~ insured to the amount of THE UNPAID PURCHASE PRICE.. Dollars, payable to the said as collateral security to said notes, and to pay all taxes when due; and the said W.R.WALKER AND WIFE,MARY WALKER,, further agree that if THEY fail to keep the said PROPERTY, insured or to pay any taxes as agreed, the said , 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 W.R WALKER AND WIFE MARY WALKER,, shall fail to repay any premium or taxes and interest within TWO,, months from the payment thereof by the said VENDORS,, such failure shall render all of said notes due at the expiration of such time.

The said W.R.WALKER AND WIFE MARY WALKER, further agree that if said notes become due upon any contingency hereinbefore stated, the said W.K.WILSON AND WIFE,EVA WILSON, , 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 W.R.WALKER AND WIFE MARY WALKER,, or THEIR, legal representatives.

The said W.R.WALKER AND WIFE MARY WALKER, further agree that the said W.K.WILSON WIFE EVA WILSON, may execute the power of sale herein contained without giving bond or taking oath; that the said W.K.WILSON AND WIFE,EVA WILSON, , or the lawful owner of any of the notes herein secured, may bid at any sale under said power; and that if the said VENDORS,, 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 W.K.WILSON AND WIFE,,EVA WILSON,, and the said W.R.WALKER AND WIFE MARY WALKER, 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~~ W.R.WALKER AND WIFE MARY WALKER, ~~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 VENDEES,, will become tenant at will of the purchaser from and after day of sale.

In Witness Whereof, WE, hereunto set OUR,, signature, this 16 day of FEBRUARY,,1925....

W.K.WILSON..
EVA WILSON.

As evidence of OUR, ratification and acceptance of the foregoing terms and conditions, This 16 day of FEBRUARY,,1925., join herein and subscribe OUR,, name hereto.

W.R.WALKER..
MARY WALKER,.

ACKNOWLEDGMENT BEFORE NOTARY PUBLIC.

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, , a Notary Public in and for said County and State, the within named W.K.WILSON AND WIFE EVA WILSON,,,,,, the bargainorS, with whom I am personally acquainted, and who acknowledged that THEY, executed the within instrument for the purposes therein contained.

And EVA WILSON, WIFE, of the said W.K.WILSON,, having appeared before me privately and apart from HER husband, the said EVA WILSON,, , 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 16 day of FEBRUARY,, 1925.. [Seal] CHAS.R.TOMPKINS,, , Notary Public.

U.S.R.S.$1.50.

RECD FEB,18,1925 AT 10;30 A.M.....