NUMBER 74704. MRS.FLORA LEVY ZIEFF, ET AL, TO G.K.CURD, RECORDED MAY,26,,1925.

FOR AND IN CONSIDERATION of the sum of $200.00,,,TWO HUNDRED & NO/100,, DOLLARS, paid and to be paid by G.K.CURD, as follows: TWENTY FIVE,,$25.00, Dollars cash, the receipt of which is hereby acknowledged, and for the remainder the said G.K.CURD,, has executed SEVENTEEN promissory note,,S for $10.00,EACH,AND ONE NOTE FOR $5.00, Dollars each of even date herewith, payable to the order of MRS.FLORA LEVY ZIEFF, and bearing six per cent interest from the DATE, with the lien retained on the property herein conveyed to secure their payment. The first one of said notes falls due MARCH,16" 1925,, and the others ON THE 16TH" DAY OF EACH MONTH,, thereafter until all are paid. WITH 6% INTEREST,,WE,FLORA LEVY ZIEFF,AND HUSBAND,VICTOR ZIEFF, have bargained and sold, and by these presents do transfer and convey, unto the said G.K.CURD,,HIS heirs and assigns, a certain tract or parcel of land in DAVIDSON,, County, State of Tennessee, as follows:

BEING LOT NUMBER 10 IN BLOCK NUMBER 3 OF SYLVAN PARK PLAN AS RECORDED IN PLAN BOOK____AT PAGE_____,REGISTER'S OFFICE FOR DAVIDSON COUNTY,TENN.SAID LOT #10,FRONTS FIFTY(50)FEET ON THE NORTH SIDE OF UTAH AVENUE FORMERLY 7TH,AVE,IN THE TOWN OF WEST NASHVILLE,TENN,AND EXTENDS BACK NORTHWARDLY BETWEEN PARALLEL LINES ONE HUNDRED AND FIFTY(150)FEET TO AN ALLEY AND FRONTS FIFTY(50)FEET ON SAID ALLEY,AND BEING THE SAME LOT CONVEYED TO MISS FLORA LEVY BY W.E.KING, AND WIFE,F.B.KING BY A DEED DATED MCH,23,,1906,AND RECORDED IN BOOK,329,PAGE 506,RO..D.C. TENN..PURCHASER TO ASSUME THE TAXESON SAID LOT FOR 1925..

Filed for record this 18th day of May, 1925 at 12:37 P.M. Geo. H. Gillespie, Register. By J.T. Davis, Deputy Reg. Fee 20

TO HAVE AND TO HOLD the said tract or parcel of land with the appurtenances, estate, title, and interest thereto belonging, to the said G.K.CURD,,HIS, heirs and assigns, forever. And WE, do covenant with the said G.K.CURD,, 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 G.K.CURD,,HIS, 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 MRS.FLORA LEVY ZIEFF,, and G.K.CURD,, that if any of said notes shall at any time be unpaid, either in whole or in part 2 months after maturity, all of the notes shall thereupon become due.

COOKE-CITY-HUSTON CO. NASHVILLE

The said G.K.CURD,, Agrees to keep the ~~or property conveyed insured to the amount of~~ Dollars, payable to the said ~~as collateral security to said notes~~ and to pay all taxes when due; and the said G.K.CURD,, further agree, S that if HE fail, S to ~~keep the said~~ ~~insured or~~ to pay any taxes as agreed, the said MRS.FLORA LEVY ZIEFF,, 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 G.K.CURD,, shall fail to repay ~~any premium or~~ taxes and interest within TWO, months from the payment thereof by the said MRS.FLORA LEVY ZIEFF,, such failure shall render all of said notes due at the expiration of such time.

The said G.K.CURD,, further agree that if said notes become due upon any contingency hereinbefore stated, the said MRS.FLORA LEVY ZIEFF,, 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 G.K.CURD,, or HIS, legal representatives.

The said G.K.CURD,, further agree, S that the said MRS.FLORA LEVY ZIEFF, may execute the power of sale herein contained without giving bond or taking oath; that the said MRS.FLORA LEVY ZIEFF,, or the lawful owner of any of the notes herein secured, may bid at any sale under said power; and that if the said MRS.FLORA LEVY ZIEFF, 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 MRS.FLORA LEVY ZIEFF,, and the said G.K.CURD,, further agree ~~that in the event of a sale of said property under and by virtue of this deed, 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 will become tenant at will of the purchaser from and after day of sale.~~

In Witness Whereof, WE, hereunto set OUR, signature S, this 15" day of FEBY,,, 1925,,

FLORA LEVY ZIEFF.
VICTOR ZIEFF..
G.K.CURD..

~~In evidence of assentation and acceptance of the foregoing terms and conditions, join herein and subscribe this day of~~

ACKNOWLEDGMENT BEFORE NOTARY PUBLIC..

STATE OF ~~TENNESSEE~~, DAVIDSON COUNTY.

Personally appeared before me, J.B.CRENSHAW,, a Notary Public in and for said County and State, the within-named MRS.FLORA LEVY ZIEFF,,AND HUSBAND,VICTOR ZIEFF,, the bargainor S, with whom I am personally acquainted, and who acknowledged that THEY, executed the within instrument for the purposes therein contained.

And MRS.FLORA LEVY ZIEFF,,WIFE OF ,VICTOR ZIEFF,, ~~of the said~~ having appeared before me privately and apart from HER husband, the said MRS.FLORA LEVY ZIEFF,, 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 20, day of ~~May~~, February, 1925..

[Seal] J.B.CRENSHAW,, Notary Public.

U.S.R.S. 50 CTS..

MY COM.EXPIRES,, AUG,6,1927.

RECD.MAY,18,1925 AT 12:37 P.M