NUMBER,, 93370...JAMES R.ANDERSON ET UX TO HATTIE SMITH,ET AL,,RECORDED OCT.,9,1926..

FOR AND IN CONSIDERATION of the sum of FIVE HUNDRED DOLLARS,, DOLLARS, paid and to be paid by HATTIE SMITH AND IZORA SMITH, as follows: TWENTY FIVE Dollars cash, the receipt of which is hereby acknowledged, and for the remainder the said HATTIE SMITH AND IZORA SMITH,

ha VE executed 47 promissory note S for FOR TEN DOLLARS EACH AND ONE FOR FIVE Dollars each of even date herewith, payable to the order of J.R.ANDERSON, and bearing six per cent interest from SEPT,7,,,1918, with lien retained on the property herein conveyed to secure their payment. The first one of said notes falls due OCTOBER ,,7,,1918, and the others ON THE SEVENTH OF EACH MONTH, thereafter until all are paid.

WE,J.R.ANDERSON AND WIFE,MINNIE ANDERSON,

have bargained and sold, and by these presents do transfer and convey, unto the said HATTIE SMITH AND IZORA SMITH,THEIR,

heirs and assigns, a certain tract or parcel of land in DAVIDSON, County, State of Tennessee, as follows:

BEING LOT NO,18, IN SPRINGHEAD ADDITION IN THE OLD NINRH DISTRICT NOW IN THE CITY OF AND OF RECORD IN PLAN BOOK,NO,1,PAGE,,352,R.O.D.C.BOOK,57,PAGE,99,SAID LOT NO,18,BEING TWENTY-FIVE FEET ON THE SOUTH SIDE OF SPRINGHEAD AND RUNNING BACK BETWEEN PARALLEL LINES,162, FEET TO AN ALLEY AND CONVEYED, TO ME AS OF RECORD IN R.O.D.C.BOOK,19,PAGE,62..

TO HAVE AND TO HOLD the said tract or parcel of land with the appurtenances, estate, title, and interest thereto belonging, to the said HATTIE SMITH AND IZORA SMITH,THEIR, heirs and assigns, forever. And WE,, do covenant with the said HATTIE SMITH,AND IZORA SMITH, 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,AND OUR HEIRS, heirs and representatives to warrant and forever defend the title to said land to the said HATTIE SMITH AND IZORA SMITH, 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 JAMES R.ANDERSON AND WIFE,MINNIE ANDERSON, and HATTIE SMITH AND IZORA SMITH, that if any of said notes shall at any time be unpaid, either in whole or in part TWO, months after maturity, all of the notes shall thereupon become due.

The said HATTIE SMITH AND IZORA SMITH, Agree to keep the HOUSE, on property conveyed insured to the amount of THREE HUNDRED, Dollars, payable to the said JAMES R.ANDERSON AND WIFE,,MINNIE as collateral security to said notes, and to pay all taxes when due; and the said HATTIE SMITH AND IZORA SMITH, further agree that if THEY, fail to keep the said PROPERTY, insured or to pay any taxes as agreed, the said JAMES R.ANDERSON AND WIFE,,MINNIE ANDERSON, 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 HATTIE SMITH AND IZORA SMITH, shall fail to repay any premium or taxes and interest within TWO, months from the payment thereof by the said HATTIE SMITH,& IZORA SMITH, such failure shall render all of said notes due at the expiration of such time.

The said HATTIE SMITH AND IZORA SMITH, further agree that if said notes become due upon any contingency hereinbefore stated, the said JAMES R.ANDERSON AND WIFE,,, 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 or THEIR, legal representative.

The said HATTIE SMITH AND IZORA SMITH, JAMES R.A.ANDERSON, AND WIFE,MINNIE, further agree that the said may execute the power of sale herein contained without giving bond or taking oath; that the said JAMES R.ANDERSON AND WIFE, MINNIE, 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 R.ANDERSON,AND WIFE,,MINNIE ANDERSON, 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 R,ANDERSON AND WIFE,MINNIE ANDERSON, and the said HATTIE SMITH AND IZORA SMITH, further agree that in the event of a sale of said property under and by virtue of this deed, then the said HATTIE SMITH, ~~purchaser may re-enter and take possession of the property without hindrance or delay and the said become tenant at will of the purchaser from and after day of sale,~~ will 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 7TH, day of SEPTEMBER,,1918.

JAMES R.ANDERSON.

As evidence of ratification and acceptance of the foregoing terms and conditions, join herein and subscribe name hereto.

This day of

ACKNOWLEDGMENT BEFORE NOTARY PUBLIC.

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, W.D.HAWKINS,, a Notary Public in and for said County and State, the within named JAMES R.ANDERSON AND WIFE,MINNIE ANDERSON, the bargainor S, with whom I am personally acquainted, and who acknowledged that THEY, executed the within instrument for the purposes therein contained.

And MINNIE ANDERSON,WIFE, of the said JAMES R.ANDERSON, having appeared before me privately and apart from HER, husband, the said MINNIE ANDERSON, acknowledges the execution of the said instrument to have been done by HER, freely, voluntarily, and understandingly, without compulsion or constrain from HER said husband , and for the purposes therein expressed.

Witness my hand and official seal, at Nashville, Tennessee, this 1ST,, day of MAY,, 192 5.

(Seal) W.D.HAWKINS,, Notary Public.

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

RECD.AUG,31,1926 AT 12:35 P.M.