4125

NUMBER 43554 RECORDED JULY 16,1934 MRS. EVA STEELE TO L.A. GEORGE, ET UX

FOR AND IN CONSIDERATION of the sum of TWENTY~~SEVEN~~ HUNDRED AND FIFTY AND NO/100 DOLLARS, paid and to be paid by L.A. GEORGE AND WIFE, OLLIE SEAT GEORGE as follows: TWO HUNDRED AND FIFTY AND NO/100 Dollars cash, the receipt of which is hereby acknowledged, and for the remainder the said L.A. GEORGE AND WIFE, OLLIE SEAT GEORGE HAVE EXECUTED A SERIES OF ONE HUNDRED AND TWENTY-FIVE NOTES PAYABLE TO MRS. EVA STEELE OF EVEN DATE HEREWITH, AND DESCRIBED AS FOLLOWS:

BEING A SERIES OF 125 NOTES ALL DATED JUNE 20,1934, FIRST NOTE BEING IN THE SUM OF $32.50 AND BEING DUE ONE MONTH AFTER THE DATE HEREOF AND ONE NOTE BEING DUE ON THE 20TH DAY OF EACH AND EVERY MONTH THEREAFTER UNTIL ALL ARE PAID; THE SECOND NOTE BEING IN THE AMOUNT OF $32.40 AND EACH AND EVERY SUCCEEDING NOTE BEING IN AMOUNT TEN CENTS LESS ~~in 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~~, and ~~the others~~ ~~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:~~

THAN ITS PRECEEDING NOTE. THE LAST NOTE OF THE SERIES BEING IN THE AMOUNT OF $20.10. ALL OF THESE NOTES PROVIDE FOR THE PAYMENT OF ATTORNEY FEES IN THE EVENT OF SUIT UPON THEM, AND TO SECURE THE PRINCIPLE AND THE ATTORNEY FEES, A LIEN HAS BEEN EXPRESSLY RETAINED UPON THE LAND HEREIN CONVEYED. THESE NOTES DRAW NO INTEREST AS SUCH INTEREST HAS BEEN COMPUTED AND ADDED INTO THE FACE THEREOF.

I,MRS. EVA STEELE, HAVE BARGAINED AND SOLD, AND BY THESE PRESENTS DO TRANSFER AND CONVEY UNTO THE SAID L.A. GEORGE AND WIFE, OLLIE GEORGE, THEIR HEIRS AND ASSIGNS A CERTQIN TRACT ~~OR PARCEL~~ OF LAND IN DAVIDSON ,COUNTY,STATE OF TENNESSEE, AS FOLLOWS:

BEING LOT #20 IN THE SUBDIVISION OF "HOMESTEAD BLOCK " IN THE HERMITAGE ADDITION AS PER PLAN IN BOOK #57 PAGE # 76 , IN THE OFFICE OF THE REGISTER FOR DAVIDSON COUNTY, TENNESSEE.

SAID LOT FRONTS 50 FEET ON NORTH SIDE OF GREEN STREET AND RUNS BACK NORTHWARDLY AND BETWEEN PARALLEL LINES 150 FEET TO AN ALLEY AND IS THE SAME PROPERTY CONVEYED TO MRS. EVA STEELE BY DEED FROM GEORGE W. LOWERY AND WIFE ELLA MAI LOWERY OF RECORD IN BOOK #932, PAGE #211 IN THE REGISTER'S OFFICE FOR DAVIDSON COUNTY,TENNESSEE.

~~I declare that I am the true and lawful holder of the claim secured by the instrument within recorded, and hereby acknowledge the satisfaction thereof and discharge of the lien to secure the same in full. This ~~ day of ~~, 1943~~

~~Attest:~~ ~~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 L.A. GEORGE AND WIFE, OLLIE SEAT GEORGE,THEIR heirs and assigns, forever. And I do covenant with the said L.A. GEORGE AND WIFE OLLIE SEAT GEORGE that I AM lawfully seized and possessed of said land in fee simple, have a good right to convey it, and the same is unincumbered

And I do further covenant and bind MYSELF,MY heirs and representatives to warrant and forever defend the title to said land to the said L.A. GEORGE AND WIFE, OLLIE SEAT GEORGE,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 MRS. EVA STEELE and L.A. GEORGE AND WIFE, OLLIE SEAT GEORGE 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.

The said L.A.GEORGE AND WIFE, OLLIE SEAT GEORGE Agree to keep the BUILDINGS on property conveyed insured to the amount of $2100.00 FIRE AND $1100 WINDSTORM Dollars, payable to the said MRS. EVA STEELE as collateral security to said notes, and to pay all taxes when due; and the said L.A. GEORGE AND WIFE, OLLIE SEAT GEORGE further agree that if THEY fail to keep the said insured or to pay any taxes as agreed, the said MRS. EVA STEELE, 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 L.A. GEORGE AND WIFE, OLLIE SEAT GEORGE shall fail to repay any premium or taxes and interest within TWO months from the payment thereof by the said MRS. EVA STEELE such failure shall render all of said notes due at the expiration of such time.

The said L.A. GEORGE AND WIFE, OLLIE SEAT GEORGE further agree that if said notes become due upon any contingency hereinbefore stated, the said MRS. EVA STELLE, 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 L.A. GEORGE AND WIFE, OLLIE SEAT GEORGE, or THEIR legal representative.

The said L.A. GEORGE AND WIFE, OLLIE SEAT GEORGE further agree that the said MRS. EVA STEELE may execute the power of sale herein contained without giving bond or taking oath; that the said MRS. EVA STEELE, 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. EVA STEELE 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. EVA STEELE OLLIE SEAT GEORGE and the said L.A. GEORGE AND WIFE 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 L.A. GEORGE AND WIFE, OLLIE SEAT GEORGE will become tenant at will of the purchaser from and after day of sale, ~~and all persons holding under them shall in and become 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, I hereunto set MY signature, this 20 day of JUNE 1934.

MRS. EVA STEELE

As evidence of OUR ratification and acceptance of the foregoing terms and conditions, WE, L.A. GEORGE AND WIFE, OLLIE SEAT GEORGE join herein and subscribe name hereto.

This 20TH day of JUNE 1934.

L.A. GEORGE
OLLIE SEAT GEORGE

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, ---, a Notary Public in and for said County and State, the within named MRS.EVA STEELE, the bargainor with whom I am personally acquainted, and who acknowledged that SHE executed the within instrument for the purposes therein contained.

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

Witness my hand and official seal, at Nashville, Tennessee, this 20TH day of JUNE 1934 XXX

COM. EXPIRES JAN 7,1935. (Seal) JOHN S. JENKINS, Notary Public.

U.S.R.S $2.00
REC'D JULY 14,1934 AT 10:19 A.M.

CUMBO-NASHVILLE