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NUMBER 2729 RECORDED MCH 10, 1944 IRENE R. MARTIN ET VIR TO FRANK SILVERS ET UX

FOR AND IN CONSIDERATION of the sum of SEVENTEEN HUNDRED FIFTY AND NO/100 ($1,750.00) DOLLARS, paid and to be paid by FRANK SILVERS AND WIFE, CALLIE SILVERS as follows: FIVE HUNDRED XX/100 Dollars cash, the receipt of which is hereby acknowledged, and for the remainder the said FRANK SILVERS AND WIFE, CALLIE SILVERS

ha VE executed 63 promissory note S for TWENTY-THREE AND 18/100 ($23.18) Dollars each of even date herewith, payable to the order of IRENE R. MARTIN OR H.C. MARTIN, and bearing six per cent interest from AFTER MATURITY ONLY with lien retained on the property herein conveyed to secure their payment. The first one of said notes falls due ON MARCH 15 1944, and the others ON THE 15TH DAY OF EACH MONTH thereafter until all are paid. IN FULL. WE, IRENE R. MARTIN (FORMERLY IRENE R. BAKER) AND HUSBAND HENRY C. MARTIN, HER have bargained and sold, and by these presents do transfer and convey, unto the said FRANK SILVERS AND WIFE, CALLIE SILVERS THEIR, heirs and assgins, a certain tract or parcel of land in DAVIDSON County, State of Tennessee, as follows:

LAND IN DAVIBSON COUNTY COUNTY, TENNESSEE, BEING THE SOUTHERLY 25 FEET OF LOT NO.224 AND THE NORTHERLY 16-2/3 FEET OF LOT NO.225 ON THEPPLAN OF MCGAVOCK, WETMORE AND OTHERS' SECOND ADDITION, CALLED THE ADDITION TO THE TOWN OF MCGAVOCK, AS OF RECORD IN BOOK 21, PAGE 41, REGISTER'S OFFICE FOR SAID COUNTY.

SAID PARTS OF LOTS NOS.224 AND 225 FRONT TOGETHER 41-2/3 FEET ON THE EASTERLY SIDE OF 14TH AVENUE NORTH, FORMERLY ALBERTA AVENUE, AND RUN BACK BETWEEN PARALLEL LINES 170 FEET TO AN AN ALLEY.

BEING THE SAME PROPERTY DEVISED TO IRENE R. BAKER BY WILL OF W.R. BAKER, DECEASED, OF RECORD IN WILL BOOK 49, PAGE 297, COUNTY COURT FOR SAID COUNTY.

SAID PROPERTY IS NOW DESIGNATED AS BEING LOCATED AT 1504 14TH AVENUE NORTH, IN THE CITY OF NASHVILLE, TENNESSEE.

I declare that I am the owner and holder of the debt or claim secured by the instrument within recorded, or I have [illegible] and discharge of the lien to secure the same in full. This 21 day of Oct. 1948

Attest: J. P. Wilson DEPUTY REGISTER — D. O. Dillard Agent.

TO HAVE AND TO HOLD the said tract or parcel of land with the appurtenances, estate, title, and interest thereto belonging, to the said FRANK SILVERS AND WIFE, CALLIE SILVERS, THEIR heirs and assigns, forever. And WE do covenant with the said FRANK SILVERS AND WIFE, CALLIE SILVERS 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 EXCEPT TAXES FOR THE YEAR 1944, WHICH PURCHASERS ASSUME.

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 FRANK SILVERS AND WIFE, CALLIE SILVERS, 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 FRANK SILVERS AND WIFE, CALLIE SILVERS, and IRENE R. MARTIN (FORMERLY IRENE R. BAKER) AND HER HUSBAND HENRY C. MARTIN - that if any of said notes shall at any time be unpaid, either in whole or in part FOR ONE / month after maturity, all of the notes shall thereupon become due.

The said FRANK SILVERS AND WIFE, CALLIE SILVERS Agree to keep the FRAME DWELLING on property conveyed insured to the amount of ONE THOUSAND AND NO/100 ($1,000.00) Dollars, payable to the said IRENE R. MARTIN OR HENRY C. MARTIN as collateral security to said notes, and to pay all taxes when due; and the said FRANK SILVERS AND WIFE, CALLIE SILVERS further agree that if THEY fail to keep the said FRAME DWELLING insured or to pay any taxes as agreed, the said IRENE R. MARTIN OR HENRY C. MARTIN, 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 FRANK SILVERS AND WIFE, CALLIE SILVERS shall fail to repay any premium or taxes and interest within TWO months from the payment thereof by the said IRENE R. OR HENRY C. MARTIN such failure shall render all of said notes due at the expiration of such time.

The said FRANK SILVERS AND WIFE, CALLIE SILVERS further agree that if said notes become due upon any contingency hereinbefore stated, the said IRENE R. MARTIN OR HENRY C. MARTIN, 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 FRANK SILVERS AND CALLIE SILVERS, or THEIR legal representative.

The said FRANK SILVERS AND WIFE, CALLIE SILVERS further agree that the said IRENE R. MARTIN OR HENRY C. MARTIN may execute the power of sale herein contained without giving bond or taking oath; that the said IRENE R. OR HENRY C. MARTIN, or the lawful owner of any of the notes herein secured, may bid at any sale under said power; and that if the said IRENE R. MARTIN OR HENRY C. MARTIN 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 IRENE R. MARTIN OR HENRY C. MARTIN and the said FRANK SILVERS AND CALLIE SILVERS 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 FRANK SILVERS AND CALLIE SILVERS 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 HAVE hereunto set OUR signature S, this 3RD day of MARCH 1944

IRENE R. MARTIN
HENRY C. MARTIN

F.E. PICKLOW

As evidence of THEIR ratification and acceptance of the foregoing terms and conditions, FRANK SILVERS AND WIFE, CALLIE SILVERS join herein and subscribe THEIR names S hereto.

This 8TH day of MARCH 1944.

FRANK SILVER
CALLIE SILVER

(SEAL) FRANCIS E. PICKLOW, NOTARY PUBLIC
MY COM. EXPIRES JAN 27 1946
OHIO CUYAHOGA

STATE OF TENNESSEE, DAVIDSON COUNTY. ACKNOWLEDGMENT BEFORE COUNTY COURT CLERK

Personally appeared before me, FRANCIS E. PICKLOW a Notary Public in and for said County and State, the within named IRENE R. MARTIN (FORMERLY IRENE R. BAKER) AND HER HUSBAND HENRY C. MARTIN, the bargainor S, with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And IRENE R. MARTIN (FORMERLY IRENE R. BAKER) WIFE of the said HENRY C. MARTIN having appeared before me privately and apart from HER husband, the said IRENE R. MARTIN (FORMERLY IRENE R. BAKER), acknowledges 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 AT OFFICE THIS 3RD DAY OF MARCH 1944. day of ~~, 19~~

(Seal) FRANCIS E. PICKLOW, Notary Public.

ACKNOWLEDGMENT BEFORE NOTARY PUBLIC
STATE OF TENNESSEE DAVIDSON COUNTY
PERSONALLY APPEARED BEFORE ME, RACHEL OGILVIE, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, THE WITHIN NAMED FRANK SILVERS AND WIFE, CALLIE SILVERS THE BARGAINORS, WITH WHOM I AM PERSONALLY ACQUAINTED, AND WHO ACKNOWLEDGED THAT THEY EXECUTED THE IWITHIN INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED.
WITNESS MY HAND AND OFFICIAL SEAL AT NASHVILLE, TENNESSEE, THIS 8TH DAY OF MARCH, 1944.
MY COM. EXPIRES JAN 10-1945 (SEAL) RACHEL OGILVIE, NOTARY PUBLIC
U.S.R.S. $2.20
REC'D MCH 9, 1944 AT 10:37 A.M.
CM

SWING-NASHVILLE