"It is agreed & 24 months note is mentioned herein & may be paid to me the Comptroller & my successors in office by the payment of said note & the interest thereon as herein provided. J. G. Marr"

as follows. Being Lot No 17 of the Waverly Land Co's plan of lots as recorded in Book 57 page 24 R.O.D.C. Same fronts 100 feet on Washington Street & extends back on parallel lines 225 feet to an alley. To have and to hold the said tract or parcel of land with the appurtenances, & title title and interest thereto belonging to the said J. C. Downey Trustee his heirs and assigns forever and the said Waverly Land Co does covenant with the said J. Downey Trustee that it is lawfully seized and possessed of said land in fee simple has a good right to convey it and the same is unincumbered And said Company does further covenant and bind itself and its successors to warrant and forever defend the title to said land to the said J. C. Downey Trustee his heirs and assigns against the lawful claims of all persons whomsoever Witness our hands this 16th day of April 1891.

Waverly Land Company
By O. F. Noel President
By James E. Caldwell Secretary

(Seal)

State of Tennessee }
Davidson County } Before me A. S. Caldwell a Notary Public in and for said State and County personally appeared O. F. Noel and James E. Caldwell with whom I am personally acquainted the said O. F. Noel being known to me to be the President and the said James E. Caldwell being known to me to be the Secretary of the Waverly Land Co the bargainor and they severally acknowledged that said Company and they as its President and Secretary respectively executed the foregoing instrument for the purposes therein expressed. And the said O. F. Noel and James E. Caldwell being by me first duly sworn did severally depose and say that the said O. F. Noel was the President of the Waverly Land Co the within named bargainor and the said James E. Caldwell was the Secretary thereof that they knew the corporate seal of said Company that the seal affixed to the foregoing instrument purporting to be the Corporate seal of said Company was such corporate seal that the same was thereto affixed by order of the Board of Directors of said Company and that by like authority they severally subscribed their names thereto as President and Secretary of said Company and as its said act and deed for the purposes therein expressed. Witness my hand and seal this 16 day of April A.D. 1891.

(Seal) A. S. Caldwell
Notary Public

Recd July 6th 1891 at 9-40 A.M.

Registered July 9th 1891

American Baptist Home Mission Tol Deed School Direct's 13th Dist

For Release See BK 157 P. 471

This contract entered into on this 2nd day of December 1876 between the American Baptist Home Mission Society a corporation chartered by the laws of the State of New York and Chas Power John Leonard and E. D. Richmond School Commissioners of the Thirteenth Civil District of Davidson County Witnesseth. That for the consideration hereinafter mentioned said Society has this day sold and hereby convey to said School Commissioners the following property in said Thirteenth district of Davidson County for School purposes Viz Lots Nos 127-128-129-130 in Hardings Second Addition a plan of which is on record in the Register's office of Davidson County in Book 21 page 68 which lots are bounded as follows Beginning at the South East corner of Park and Polk streets running thence East along the South line of Polk street 230 feet to the Northwest corner of Lot No 131 thence at right angles South 160 feet to a 15 foot alley thence West along the North line of said alley 230 feet to the East line of Park

street and thence North along the East line of Park street 160 feet to the beginning being the same property conveyed to said Society by James Richman A. B. Shackland and John Collart by their deed dated December 21st 1866 and registered in said office in Book 38 page 77. To have and to hold to said School Commissioners their successors and assigns in pursuance of the provisions of Chapter 110 Section 6 of the acts of the General Assembly of the State of Tennessee of the year 1870. The said Society covenants with the said Commissioners that it is lawfully seized of said property that it is not encumbered and that it has a good right to convey it It also covenants with said Commissioners and binds itself and its successors to warrant and defend the title to said property to the said School Commissioners their successors and assigns against the lawful claims of all persons. The Consideration aforesaid is paid and secured to be paid as follows Four hundred and fifty dollars in cash the receipt of which is hereby acknowledged And two notes drawn by the said Commissioners dated this day One for Four hundred and eighty five dollars and seventy cents ($485.70) due on March 1-1878 payable to the order of said Society the other for Five hundred and forty eight dollars and forty cents due on March 1-1879 payable to the order of said Society and both notes bearing interest after maturity until paid at the rate of Seven per cent per annum. to secure the payment of these notes a lien is hereby especially reserved upon the property herein conveyed. For the further security of said notes it is agreed that said Commissioners shall have the building upon said lot insured to the amount of Five hundred dollars the loss if any to be payable to said Society as a credit on said notes and in the event said Commissioners should fail to effect such insurance said Society shall have the option to procure a policy to said amount the premium so paid to be considered and treated as a part of said notes additional thereto and that this requirement of insurance shall continue until said note due March 1-1878 shall have been paid and no longer. It is further agreed that if said School Commissioners or their successors shall make default in the payment of either or both of said notes said Society shall have power and authority upon giving thirty days notice in writing to any one of said Commissioners to advertise said property in the manner and for the time required by law in case of Judicial sale and expose said property either on the premises or at the Court House door in Nashville to public sale to the highest bidder and the terms of sale in case a sale shall be made under this power shall be cash to the amount of such portion of the purchase money as may then be past due and unpaid a credit of such amount as may not have matured to the time of such maturity and the residue on credits of twelve and eighteen months after the day of sale. The proceeds shall be applied first to the payment of the expenses of sale and then to payment of said purchase money including insurance premium if any shall have been paid by said Society. said Society shall also have power to execute a deed to the purchaser which deed shall convey all the interest of said Commissioners

Witnessed as to
A. B. Caldwell & J. F. Shoards
F. R. Hartell. J. C. Snelling

(Seal) American Baptist Home Mission Society
By A. B. Caldwell Chairman Ex Bd
J. F. Shoards Rec Secy Ex Board
John Leonard. E. D. Richman } Commrs
C. Power