more or less to the beginning; containing ten (10) acres, more or less. and being the same property conveyed to me by deed of B.L. Hart sheriff & C. registered in Book No.- page -, Register's office of Davidson county Tennessee. to which reference is here made. To have and to hold said tract or parcel of land. with the appurtenances, estate title and interest thereunto belonging, to the said W.T. Clement. his heirs and assigns, forever. Witness my hand at Nashville Tennessee. this 25th day of August 1899.

W.T. Gaines

State of Tennessee } Personally appeared before me James A Ryan a Notary
County of Davidson } in and for said county and state, the within named W.T. Gaines. the bargainor, with whom I am personally acquainted and acknowledged that he executed the within instrument for the purposes therein expressed.

Witness my hand and official seal at Nashville Tennessee, this August 25th 1899.

Reid Oct 21st 1899. at 11.30 a.m. (Seal) James A Ryan Notary Public

Registered Nov 7th 1899.

Adele Cooper etal To 3 Deed Chas Gardner

For and in consideration of the sum of $470 Four hundred and Seventy Dollars paid and to be paid by Charles Gardner colored as follows; Fifty Dollars Cash the receipt of which is hereby acknowledged and for the remainder the said Chas Gardner has executed his Fourteen promissory Notes for $30.00 Dollars each. of even date herewith. payable to the order of C.N. Cooper. and bearing six per cent interest from October 10/99 with lein retained on the property herein conveyed to secure their payment. the first one of said notes falls due December 20. 1899, and the others each three months thereafter until all are paid. We Adele Cooper & husband C.N. Cooper; Lula Jackson & husband W.F. Jackson. James Kittleband & August F. Kittleband have bargained and sold. and by these presents do transfer and convey. unto the said Charles Gardner his heirs and assigns. a certain tract or parcel of land in 13th Civil District of Davidson County state of Tennessee as follows; Part of lot No 6 in the subdivision of lot No 4 in the Elizabeth Hardin Lyttle tract. beginning on the southern margin of Monroe street. at the North East Corner of said lot No 6. and running westwardly with said St 50 feet. thence at right angles to said St southwardly 161 feet more or less to a 12 foot alley. thence Eastwardly with said alley 50 feet. to the east boundary line of said lot No 6. & thence northwardly with said line 161 feet more or less to the beginning. being part of the property devided in the partition proceedings in the cause of John Edgar Harding Vs Samil Harding et al in the Davidson County Chancery Court. by decree entered on pages 452 & 453 of Minute Book No 25. and reference is also made to the plan of said property of record at page 453 of Minute book No 25 of said Court. it being the same tract of ground conveyed to us by Preston Newland & wife Charity Newland. Annie & Bell & husband and Earnest Bell by deed of record in Book 735 pages 565 R.O.D.C. to which reference is here made for a more perfect description and also by B.M.S. Hardin to us a deed to which is of record in Book 118 page 487 R.O.D.C. to which reference is also made for a more perfect description To have and to hold the said tract or parcel of land. with the appurtenances. estate. title. and interest thereto belonging; to the said Charles Gardner his heirs and assigns. forever. And we do Covenant with the said Charles Gardner his heirs and assigns 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 Charles Gardner 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 Adele Cooper & husband C.N. Cooper & Lula Jackson & husband W.F. Jackson. James Kittleband & August F. Kittleband and Charles Gardner that if any of said notes shall at any time be unpaid. either in whole or in part after maturity. all of the notes shall thereupon become due. The said Charles Gardner agrees to keep the improvements on the property conveyed insured to the amount of Four ($400) hundred Dollars. payable to the said C.N. Cooper as Collateral security to said Notes. and to pay all taxes when due; and the said Charles Gardner further agrees that if he fails to keep the said improvements insured. or to pay any taxes as agreed. the said C.N. Cooper. 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 lein herein reserved. and shall bear interest from the date of payment. If the said Charles Gardner shall fail to repay any premium or taxes and interest within two Months from the payment thereof by the said C.N. Cooper such failure shall render all of said Notes due at the expiration of such time. The said Charles Gardner further agrees that if said Notes become due upon any contingency hereinbefore stated. the said C.N. Cooper or the lawful owner of said Notes remaining 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 Court house 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 vendors lein; and last any balance shall be paid to the said Charles Gardner. or his legal representatives. The said Charles Gardner further agrees that the said C.N. Cooper or legal holder of said Notes may execute the powers of sale herein contained without giving bond or taking oath; that the said C.N. Cooper. or the lawful owner of any of the notes herein secured, may bid at any sale under said power; and that if the said C.N. Cooper 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 C.N. Cooper or holder of lein notes. and the said Charles Gardner further agrees that the purchaser may reenter and take possession of the property without hinderance or delay. In Witness Whereof we hereunto set our signatures this 10 day of Oct 1899.

W.F. Jackson
Lula Jackson
Augusta F. Kittleband
Jos. Kittleband
C.N. Cooper
Adele Cooper