and bind ourselves, our heirs and representatives, to warrant and forever defend the title to the said land to the said Mrs. Ella Jones, her heirs and assigns, against the lawful claims of all persons whomsoever. Witness our hands this 28 day of July 1904. J. Pearre Hamilton,
Margaret O. Hamilton.

State of Tennessee } Personally appeared before me, Brad-
Davidson County } ley Walker, a Notary Public in and for said County and State, the within named J. Pearre Hamilton, and wife, Margaret O. Hamilton, the bargainers with whom I am personally acquainted, and who acknowledged they executed the within instrument for the purposes therein contained. And Margaret O. Hamilton wife of the said J. Pearre Hamilton having appeared before me, privately, and apart from her husband the said J. Pearre Hamilton, acknowledged the execution of the said instrument to have been done by her 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 28 day of July 1904. Seal } Bradley Walker
Notary Public

H. S. Kennedy { Reid July 28, 1904 at 4 P.M. }

Registered August 2, 1904

To } Deed
Thomas Poe } For and in consideration of the sum of Three Hundred
wife Mary Poe } ($300.00) Dollars paid and to be paid by Thomas Poe and Mary Poe as follows: One Hundred ($100.00) Dollars cash, the receipt of which is hereby acknowledged, and for the remainder the said Thomas Poe and Mary Poe have executed twenty promissory notes for Ten ($10.00) Dollars each of even date herewith, payable to the order of H. S. Kennedy & Zora Kennedy, and bearing six per cent interest from date, with lien retained on the property herein conveyed to secure their payment. The first one of said notes falls due on or before August 1, 1905 and the others on or before the 1st day of each month thereafter, until all are paid. We, H. S. Kennedy and wife, Zora Kennedy have bargained and sold, and by these presents do transfer and convey unto the said Thomas Poe and wife Mary Poe, their heirs and assigns, a certain tract or parcel of land in 13th Dist. of Davidson County, State of Tennessee, as follows: Adjoining the South side of the one acre tract sold by the Nashville Land Improvement Company on June 22, 1897, to Mrs. A. D. Wright. It fronts Fifty-Eight feet (58) on the West side of what was formerly called the New County Road, now known as Richland

H. S. Kennedy et ux
To
Thomas Poe et ux

Deed released dower interest
Lien retained to secure notes
Paid & Released Dec 16, 1904
H. S. Kennedy

Avenue, and runs back at right angles from said Avenue between parallel lines to the center of Richland Creek. The North line being Seven Hundred and seventy one (771) feet, and the south line Seven Hundred and seventy one (771) feet more or less. Containing one (1) acre, more or less. The North East corner is distant 841.3 feet from the North margin of the Charlotte Pike, measured along the West side of Richland Avenue, and its prolongation across the pike. The one acre herein conveyed being part of the three acre tract conveyed to H. S. Kennedy by deed of Nashville Land Improvement Company, executed on the 6th day of January 1897 and of record in Book No. 214 page 137 of the Register's Office of Davidson County, Tennessee. To have and to hold the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging, to the said Thomas Poe and wife Mary Poe, their heirs and assigns forever. And we do covenant with the said Thomas Poe and wife, Mary Poe 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 a mortgage on all my property for $300.00 in favor of Geo. T. Finnegan Jr. and the same will be discharged by us with the money received from this sale. 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 Thomas Poe and wife Mary Poe 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 Thomas Poe and wife Mary Poe, and H. S. Kennedy & wife Zora Kennedy 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 Thomas Poe & wife Mary Poe, agree to pay all taxes when due; and the said Thomas Poe wife Mary Poe further agree that if they fail to pay any taxes as agreed, the said H. S. Kennedy & wife Zora Kennedy, or the lawful holder of said notes, may pay the taxes, and the amount paid shall become part of the indebted ness secured by the lien herein reserved, and shall bear interest from the date of payment. If the said Thomas Poe & wife Mary Poe shall fail to repay any taxes and interest within two months