For and in Consideration of the sum of ..... DOLLARS,

paid and to be paid by ..... as follows:

for the remainder the said James Shepherd ..... Dollars, cash, the receipt of which is hereby acknowledged, and

promissory note s for ..... has executed 25 .....

..... 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 Oct.11,1905

and the others on the 11th. of each month

..... thereafter, until all are paid

have bargained and sold, and by these presents do transfer and convey unto the said

James Shepherd, his

heirs and assigns, a certain tract or parcel of land in Davidson County, State of Tennessee, as follows:

Being Lots 109 and 110 and the northerly 25 feet of Lot 111 in the Buena Vista Heights Addition, a plan of which is recorded in Book 161, page 19, R.O.D.C. Said lots 109 & 110 & north 25 feet of lot 110, fronting 150 feet on the west side of [illegible] parallel lines, 150 feet to an alley.

To Have and to Hold the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said James Shepherd, his

heirs and assigns forever. And I do covenant with the said

James Shepherd that I am

lawfully seized and possessed of said land in fee simple, have a good right to convey it, and the same is unencumbered

And I do further covenant and bind myself, as Trustee heirs and representatives to warrant and forever defend the title to said land to the said James Shepherd

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 J.M.McFerrin, Trustee

and James Shepherd

that if any of said notes shall at any time be unpaid, either in whole or in part, 3 months after maturity, all of the notes shall thereupon become due.

The said James Shepherd agrees to keep the

on property conveyed insured to the amount of

Dollars, payable to the said

and the said James Shepherd as collateral security to said notes and to pay all taxes when due;

further agrees that if he fails to keep the said

J.M.McFerrin, Trustee insured, or to pay any taxes as agreed, the said

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 James Shepherd

shall fail to repay any premium or taxes and interest within two months from the payment thereof by the said

J.M.McFerrin, Trustee such failure shall render all of said notes due at the expiration of such time.

The said James Shepherd further agrees that if said notes become due upon any contingency hereinbefore stated, the said J.M.McFerrin, Trustee or the lawful owner of said note 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 [illegible] 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

James Shepherd, or his legal representatives.

The said James Shepherd further agrees that the said

J.M.McFerrin, Trustee may execute the power of sale herein contained without giving bond or taking oath; that the said J.M.McFerrin, Trustee, or the lawful owner of any of the notes herein secured, may bid at any sale under said power; and that if the said J.M.McFerrin, Trustee 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

J.M.McFerrin, Trustee, and the said [illegible] further agrees that the purchaser may re-enter and take possession of the property without hindrance or delay.

In Witness Whereof, hereunto set his signature, this 11th. day of September, 1905.

James Shepherd

his

X Mark

As evidence of his ratification and acceptance of the foregoing terms and conditions, James Shepherd join herein, and subscribe his name hereto, this 11th. day of September, 1905.

Witness to X Mark:

W.D.Paul

STATE OF TENNESSEE, [illegible] COUNTY.

Personally appeared before me, W.D.Paul, a Notary Public in and for said County and State, the within named J.M.McFerrin, Trustee and James Shepherd

the bargainors, with whom I am personally acquainted, and who acknowledged that they executed the within instrument for the purposes therein contained.

And

wife of the said

having appeared before me, privately and apart from husband the said

acknowledged 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

day of September 1905.

(Seal) W.D.Paul, Notary Public.

Received April 2nd,1909, at 3.35 P.M.
Recorded April 30,1909.