No.23647 R.B.Mitchum et ux M.S.Poss

For and in Consideration of the sum of Four housand ine Hundred ($4100.00) ..... **DOLLARS,**

paid and to be paid by Montague S.Ross ..... as follows:

Three Hundred andFifty and no/100 ($350.00) ..... Dollars, cash, the receipt of which is hereby acknowledged, and for the remainder the said Montague S.Ross ..... has executed his ..... promissory notes for Twelve Hundred and Fifty ..... Dollars each, of even date herewith, payable to the order of R.B.Mitchum ..... , and bearing six per cent interest from xxxxxxxxxxxx ..... , with lien retained on the property herein conveyed to secure their payment. The first one of said notes falls due October 1,1910, ... and the others October 1,1911 and October 1,1912, respectively ..... thereafter, until all are paid

We,R.B.Mitchum and wife,Donie A.Mitchum .....

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

Montague S.Ross,his .....

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

Being lots 23 and 24 of N.J.Gibson's addition of lot #2 of the Cahal Plan of lots,a plat of which is recorded in Book 161,page 165,R.O.D.C.,Tennessee. Said lots Nos.23 and 24 front together, one hundred feet (100) on the south side of Cahal Avenue,and extend back,between parallel lines to a 12 foot alley,said lot #23 being 246-1/2 feet deep,and lot #24 ,246-1/3 feet deep. Being two of the lots conveyed to Mrs.E.E.Baker by deed of N.J. Gibson and wife,recorded in Book 314,page 374,R.O.D.C.and the same lots conveyed to R.B.Mitchum by W.J.Baker and wife,Mrs. E.E.Baker,by a deed dated March 11,1907, and recorded March 14,1907,in Book 347,page 355,R.O.D.C.

Paid Two cents U.S. Int. Rev. Stamps thereon & cancelled this 2 3rd day of Sept-1913

W.J. Hocutt. Sup. Reg.

To Have and to Hold the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said Montague S.Ross,his ..... heirs and assigns forever. And we ..... do covenant with the said Montague S.Ross and 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 unencumbered.

And we ..... do further covenant and bind ourselves and our ..... heirs and representatives to warrant and forever defend the title to said land to the said Montague S.Ross and 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 R.B.Mitchum and wife,Donie A.Mitchum ..... and Montague S.Ross ..... that if any of said notes shall at any time be unpaid, either in whole or in part, six ..... months after maturity, all of the notes shall thereupon become due.

The said Montague S.Ross agrees to keep the buildings on property conveyed insured to the amount of Twenty five hundred and no/100 ($2500.00) Dollars, payable to the said R.B.Mitchum as collateral security to said notes, and to pay all taxes when due; and the said Montague S.Ross further agrees that if he fails to keep the said buildings insured, or to pay any taxes as agreed, the said R.B.Mitchum, or the lawful holder of said notes may have the buildings 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 Montague S.Ross shall fail to repay any premium or taxes and interest within six months from the payment thereof by the said R.B.Mitchum or the lawful holder of said notes such failure shall render all of said notes due at the expiration of such time.

The said Montague S.Ross further agree that if said notes become due upon any contingency hereinbefore stated, the said R.B.Mitchum 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 front 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 Montague S.Ross, or his legal representatives.

The said Montague S.Ross further agree that the said R.B.Mitchum may execute the power of sale herein contained without giving bond or taking oath; that the said R.B.Mitchum, or the lawful owner of any of the notes herein secured, may bid at any sale under said power; and that if the said R.B.Mitchum 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 R.B.Mitchum, and the said Montague S.Ross further agree that the purchaser may re enter and take possession of the property without hindrance or delay.

In Witness Whereof, we have hereunto set our signatures, this First day of October, 1909.

R.B.Mitchum.
Donie A.Mitchum.

As evidence of my ratification and acceptance of the foregoing terms and conditions, I hereby join herein, and subscribe my name hereto.
This First day of October, 1909.

Montague S.Ross

STATE OF TENNESSEE, Davidson COUNTY.

Personally appeared before me, C.R.Cockle, a Notary Public in and for said County and State, the within named R.B.Mitchum and wife,Donie A.Mitchum the bargainors, with whom I am personally acquainted, and who acknowledged that they executed the within instrument for the purposes therein contained.

And Donie A.Mitchum,wife of the said R.B.Mitchum having appeared before me, privately and apart from her husband, the said Donie A.Mitchum acknowledged the execution of the said within 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 4th day of October, 1909.

(seal) C.R.Cockle, Notary Public.

Received November 2,1909,at 3:31 p.m.
Recorded November 10,1909.

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