No. 25185,-- D. M. Larkin, et ux.,-- To Deed,-- Fred A. Randals, et ux.

For and in Consideration of the sum of ($1200.00), Twelve Hundred & 00/100 DOLLARS, paid and to be paid by Fred A. Randals as follows: One Hundred & 00/100 Dollars, cash, the receipt of which is hereby acknowledged, and for the remainder the said Fred A. Randals has executed 73 promissory notes for Fifteen & 00/100 and one note for $5.00 Dollars each, of even date herewith, payable to the order of D. M: Larkin, 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 Feby. 10th, 1910 and the others the 10th day of each succeeding month thereafter thereafter, until all are paid We, D. M. Larkin and wife, S. C. Larkin, have bargained and sold, and by these presents do transfer and convey unto the said Fred A. Randals, his heirs and assigns, a certain tract or parcel of land in Davidson County, State of Tennessee, as follows:

Being lot No. 210 in McGavock & Watmore 2nd Addition to the town of McGavock, a plan of which is ofx record in Book 21, page 41, R. O. D: C. City No. of said property being 1534 14th Ave. North and being the same property sold to D. M. Larkin by Kate D. Nix and husband Jas. V. Nix as per deed dated Feby. 6th, 1907, and recorded in Book 346, page 547, R. O. D. C. Said lot #210 fronts 70 feet on the easterly side of Alberta Ave. and running back easterly between parallel lines 170 ft. 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 Fred A. Randels, his heirs and assigns forever. And we do covenant with the said Fred A. Randals 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, our heirs and representatives to warrant and forever defend the title to said land to the said Fred A. Randals, 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 Fred A. Randals and wife Verna M. Randals and D. M. Larkin and wife, S. C. Larkin 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 Fred A. Randals agrees to keep the improvements on property conveyed insured to the amount of ($700.00) Seven Hundred & 00/100 Dollars, payable to the said D. M. Larkin as collateral security to said note, and to pay all taxes when due; and the said Fred A. Randals further agrees that if he fails to keep the said improvements insured, or to pay any taxes as agreed, the said D. M: Larkin, 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 Fred A. Randals shall fail to repay any premium or taxes and interest within two months months from the payment thereof by the said D. M. Larkin such failure shall render all of said notes due at the expiration of such time.

The said Fred A. Randals further agrees that if said notes become due upon any contingency hereinbefore stated, the said D. M. Larkin 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 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 Fred A. Randals, or his legal representatives.

The said Fred A. Randals further agrees that the said D. M. Larkin may execute the power of sale herein contained without giving bond or taking oath; that the said D. M Larkin, or the lawful owner of any of the notes herein secured, may bid at any sale under said power; and that if the said D. M. Larkin 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 D. M. Larkin, and the said Fred A. Randals further agrees that the purchaser may re enter and take possession of the property without hindrance or delay.

In Witness Whereof, we hereunto set our signatures, this 10 day of January 1910.

D. M: Larkin
Susie C. Larkin.

As evidence of our ratification and acceptance of the foregoing terms and condition, we, Fred A. Randals and wife Verna M. Randals join herein, and subscribe our names hereto. This 10 day of January 1910.

Fred A. Randals,
Verna M. Randals.

STATE OF TENNESSEE. Tenn. COUNTY.

Personally appeared before me, E. A. Dodd, a Notary Public in and for said County and State, the within named D. M. Larkin & wife Susie Larkin the bargainors, with whom I am personally acquainted, and who acknowledged that they executed the within instrument for the purposes therein contained.

And Susie Larkin wife of the said D. M. Larkin having appeared before me, privately and apart from he husband, the said Susie Larkin acknowledged the execution of the said 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 10 day of Jan. 1910.

(SEAL) E. A. Dodd, Notary Public.

Received January 19th, 1910 at 4.20 P. M.
Recorded January 24th, 1910.