No.73831. Malk Goodwin et ux.To J.S.Fleming.

FOR AND IN CONSIDERATION of the sum of Eight hundred and Fifty & nc/100 DOLLARS, paid and to be paid by J.S.Fleming as follows: Twenty-five Dollars, cash, the receipt of which is hereby acknowledged, and for the remainder the said J.S.Fleming ha.s executed 102 promissory notes for $8.00 each,and one for Nine Dollars xxx of even date herewith, payable to the order of Malk Goodwin, and bearing six per cent interest from date hereof, with lien retained on the property herein conveyed to secure their payment. The first one of said notes falls due April 26,1908 and the others one on the 26th day of each month thereafter, until all are paid we,Malk Goodwin and wife Susie Goodwin have bargained and sold, and by these presents do transfer and convey unto the said J.S.Fleming his heirs and assigns, a certain tract or parcel of land in Davidson, County, State of Tennessee, as follows:

Being the Southerly 35 feet of Lot No.8 of Block 19 of the Cherokee Park Subdivision of West Nashville,a plan of which Subdivision is of record in Book 161,page 75 of the Register's Office for said Davidson County,Said part of Lot No.8 fronts 35 feet on the Westerly side of New York Avenue and runs back,Westwardly between parallel lines,150 feet to an alley on which it measures 35 feet,and being part of the same property conveyed to Malk Goodwin by deed from Jno.A.Goodwin and wife as of record in Book 312,page 172,R.O.D.C.to which reference is made for title,etc.,

TO HAVE AND TO HOLD the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said J.S.Fleming,his heirs and assigns forever. And we do covenant with the said J.S.Fleming, 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 J.S.Fleming,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 Malk Goodwin, and J.S.Fleming and wife Mary Fleming, that if any of said notes shall at any time be unpaid, either in whole or in part one months after maturity, all of the notes shall thereupon become due.

The entire debt secured herein having been paid in full to the lawful owner and holder thereof, I hereby release the lien on the within described property, held to secure the payment of same. This Oct 25th day of March 1916 [illegible]

Malk Goodwin

The said J.S.Fleming agrees to keep the building on property conveyed insured to the amount of Five Hundred Dollars, payable to the said Malk Goodwin, as collateral security to said notes, and to pay all taxes when due; and the said J.S.Fleming further agrees that if he fails to keep the said building insured, or to pay any taxes as agreed, the said Malk Goodwin, 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 lien herein reserved, and shall bear interest from the date of payment. If the said J.S.Fleming shall fail to repay any premium or taxes and interest within two months from the payment thereof by the said Malk Goodwin, such failure shall render all of said notes due at the expiration of such time.

The said J.S.Fleming, further agrees that if said notes become due upon any contingency hereinbefore stated, the said Malk Goodwin, or the lawful owner of said notes 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 J.S.Fleming, or his legal representatives.

The said J.S.Fleming further agrees that the said Malk Goodwin, may execute the power of sale herein contained without giving bond or taking oath; that the said Malk Goodwin, or the lawful owner of any of the notes herein secured, may bid at any sale under said power; and that if the said Malk Goodwin, 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 Malk Goodwin, and the said J.S.Fleming & Mary Fleming, further agree 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 26th day of March,1908.

Malk Goodwin.

Susie Goodwin.

As evidence of our ratification and acceptance of the foregoing terms and conditions we,J.S.Fleming & wife Mary Fleming, join herein, and subscribe our name s hereto.

This 26 day of March,1908.

J.S.Fleming

her
Mary Fleming
mark

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me W.B.Ballard, a Notary Public in and for said County and State, the within named Malk Goodwin and wife Susie Goodwin the bargainors, with whom I am personally acquainted, and who acknowledged that they executed the within instrument for the purposes therein contained.

And Susie Goodwin,wife of the said Malk Goodwin, having appeared before me, privately and apart from her husband, the said Susie Goodwin, acknowledged the execution of the said deed 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 27th day of March,1908.

(Seal) W.B.Ballard, Notary Public.

State of Tennessee,Davidson County. Personally appeared before me,William Latta,a Notary Public in and for said County and State,the within named J.S.Fleming and wife,Mary Fleming the bargainers,with whom I am personally acquinted,and who acknowledged that they executed the within instrument for the purposes therein contained.And Mary Fleming wife of the said J.S.Fleming having appeared before me,privately and apart from her husband the said Mary Fleming acknowledged the execution of the said deed instrument to have been done by her freely,voluntarily,and understandingly,without compulsion or constraint from her said husband,and forthe purposes therein expressed.Witness my hand and official seal,at Nashville, Tennessee,this 28 day of March,1908. (Seal) William Latta,Notary Public.

Received February,21,1916 at 3:46 P.M.

Recrded February,24,1916.