No. 62981, REGISTERED AUGUST 29th 1914,

FOR AND IN CONSIDERATION of the sum of ($1100.00) Eleven hundred and no/100 DOLLARS paid and to be paid by T. J. Billington and wife Lena, as follows: Fifty Dollars, cash, the receipt of which is hereby acknowledged, and for the remainder the said T. J. Billington and wife Lena, have executed one hundred and five promissory notes for Ten ($10.00) Dollars each, of even date herewith, payable to the order of J. E. Bainbridge, 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 Sept. 20. 1914, and the others on same date of each succeeding month, thereafter, until all are paid we J. E. Bainbridge, & J. W. Bainbridge, have bargained and sold, and by these presents do transfer and convey unto the said T. J. Billington and wife Lena, their heirs and assigns, a certain tract or parcel of land in Davidson County, State of Tennessee, as follows:

being the east 74 feet and 8 inches of lot No one in J, Mat Williams, subdivision of lot No. 8 Of the Harding Bosley Tract a plan of which sub-division is of record in Book No. 332, page 54, of the Register's office of Davidson county, Said East part of lot No, 1, front 74 feet and 8 in ches on the North side of Buchanan street and runs back between parallel lines 150 feet to a line and being the same property conveyed to J, E, Bainbridge by H. W. Mills, & wife and of Record in Book No 464 page 124, and noted in note Book No 26, page 405, on July 31, 1914, R,O,D,C, To which reference is made,

The entire debt secured herein having been paid in full to [illegible] the lawful owner... and holder... thereof, do hereby release the lien on the within described property, held to secure the payment of same. This 17 day of Dec 1914 J. E. Bainbridge

To Have and to Hold the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said T. J. Billington and wife, Lena, their heirs and assigns forever. And we do covenant with the said T. J. Billington & wife Lena, 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 T. J. Billington and wife Lena 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. E. Bainbridge, & J. W. Bainbridge, and T. J. Billington and wife Lena, that if any of said notes shall at any time be unpaid, either in whole or in part, three (3) months after maturity, all of the notes shall thereupon become due.

The said Billington and wife Lena, agree to keep the Dwelling house on property conveyed insured to the amount of five Hundred and no/100 Dollars, payable to the said J. E. Bainbridge as collateral security to said notes, and to pay all taxes when due; and the said Billington and wife Lena, further agree that if they fail to keep the said dwelling house insured, or to pay any taxes as agreed, the said Bainbridge, 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 Billingto and wife, shall fail to repay any premium or taxes and interest within three months from the payment thereof by the said Bainbridge, such failure shall render all of said notes due at the expiration of such time.

The said Billington and wife Lena, further agree that if said notes become due upon any contingency hereinbefore stated, the said Bainbridge, or the lawful owner of said notes then unpaid, after advertising once a week for at least three weeks in some newspaper published in 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 Billington and wife Lena, or their legal representatives.

The said Billington and wife Lena, further agree that the said Bain bridge, may execute the power of sale herein contained without giving bond or taking oath; that the said Bainbridge, or the lawful owner of any of the notes herein secured, may bid at any sale under said power; and that if the said Bainbridge 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 purcaser, and the said Billington and wife Lena, 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 signature, this 20 day of August 1914.

J. E. Bain bridge,

J. W. Bainbridge,

As evidence of our ratification and acceptance of the foregoing terms and conditions, T, J, Billington and wife Lena, join herein, and subscribe our name hereto.

This 20th day of Sugust 1914,

T, J, Billington

Lena, Billington

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, J, O, Treaner, a Notary Public in and for said County and State, the within named J, E, Bainbridge, & J. W. Bainbridge, T. J. Billington & wife Lena, Billinton, the bargainors, with whom I am personally acquainted, and who acknowledged that they executed the within instrument for the purposes therein contained.

And Lena, Billington wife of the said T. J. Billinton, having appeared before me, privately and apart from her husband, the said Lena, Billington 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 20 day of August 1914.

Seal J. O. Treaner, Notary Public.

Received August 20th at 10 17 A.M. 1914,

By I,J,H,