No. 62126, REGISTERED AUGUST 25th 1914,

FOR AND IN CONSIDERATION of the sum of FOURTEEN Hundred Twenty five ($1425.00) & No/0 DOLLARS paid and to be paid by E. C. Mason and wife Ruby, Mason, as follows:

Five '00/100 Dollars, cash, the receipt of which is hereby acknowledged, and for the remainder the said E. C. & Ruby, Mason,

has We executed one promissory notes for Ten ($10.00) Dollars, & Nine Four (9%) Promissory notes for Fifteen & 00/100 Dollars each, of even date herewith, payable to the order of J, R. Perkins, 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 on or before Sept 1 1914, and the others on or before the 1st day of Each month, thereafter, until all are paid

We J, R. Perkins and wife Bessie, L, Perkins, have bargained and sold, and by these presents do transfer and convey unto the said E. C. Mason and wife Ruby Mason their heirs and assigns, a certain tract or parcel of land in Davidson County, State of Tennessee, as follows:

being lots Nos, 96 & 97, in Grandview Heights Addition , a Plan of which is of recod in Book No. 161, pages 14 & 15 Register's office for davidson county, Tennessee, said Lots, Nos 97 & 97 front fifty (50) feet on the west side of Winford Avenue, andextends back between parallel lines150 feet to an alley, and are the same lots conveyed to J, R, Perkins, by deed recorded in Book No, 365, page 522, R.O.D.C. Tenn., it is expressly understood and agreed that the first Twenty two of the above notes are a first lien to the remainning seventy th ree notes.

To Have and to Hold the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said E. C. Mason, and Ruby Mason their heirs and assigns forever. And We do covenant with the said E. C. & Ruby, Mason, that We are lawfully seized and possessed of said land in fee simple, have a good right to convey it, and the same is unincumbered

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 E. C. Mason, and Ruby, Mason their 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 could not have been made, viz:

It is expressly agreed by and between the said J, R. Perkins, & Wife Bessie, L, Perkins and E. C. Mason and wife, Ruby, Mason,

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.

Rec'd 22 Aug 1914 at 9:15 A.M. Recorded in Book 365 page 522 Aug 25 1914 at 2:00 P.M. W. P. Hardison Register By I.J.H. D.R.

Whereas I, J. R. Perkins have this day executed my three promissory notes of even date herewith for the sum of Four Hundred ($400.00) Dollars each, payable to the order of myself, and bearing interest at the rate of six per cent per annum from date, and due and payable on or before the 1st day of Sept 1914, and the others on or before the 1st day of each month thereafter, until all are paid, and whereas said notes are secured by a lien on the following described property, to wit: Lots Nos 96 & 97 in Grandview Heights Addition, a Plan of which is of record in Book No. 161, pages 14 & 15 Register's office for Davidson County, Tennessee, said Lots Nos 96 & 97 front fifty (50) feet on the west side of Winford Avenue, and extend back between parallel lines 150 feet to an alley, and are the same lots conveyed to me by deed recorded in Book No. 365, page 522, R.O.D.C. Tenn., and whereas I have this day executed my deed conveying said property to E. C. Mason and wife Ruby Mason, and whereas said deed contains a clause providing 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, and whereas I have this day executed my twenty two promissory notes for Fifteen & 00/100 Dollars each, payable to the order of myself, and bearing six per cent interest from date, and due and payable on or before the 1st day of Sept 1914, and the others on or before the 1st day of each month thereafter, until all are paid, and whereas said notes are secured by a lien on the property described in said deed, and whereas I have this day executed my deed conveying said property to E. C. Mason and wife Ruby Mason, and whereas said deed contains a clause providing 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, and whereas said deed contains a clause providing that the first twenty two of said notes shall be a first lien on said property, and the remaining seventy three notes shall be a second lien on said property, and whereas said deed contains a clause providing that the said E. C. Mason and wife Ruby Mason shall keep the buildings on said property insured to the amount of Eight ($800.00) Dollars, payable to the said J. R. Perkins, as collateral security to said notes, and to pay all taxes when due; and whereas said deed contains a clause providing that if they fail to keep the said buildings insured, or to pay any taxes as agreed, the said J. R. Perkins, 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 E. C. & Ruby. Mason, shall fail to repay any premium or taxes and interest within three months from the payment thereof by the said J. R. Perkins, such failure shall render all of said notes due at the expiration of such time.

The said E. C. & Ruby. Mason, further agree that if said notes become due upon any contingency hereinbefore stated, the said J. R. Perkins, 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 J, R, Perkins, or his legal representatives.

The said E. C. & Ruby. Mason, further agree that the said may execute the power of sale herein contained without giving bond or taking oath; that the said J, R, Perkins, 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, R, Perkins 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, R. Perkins, and the said E. C. & Ruby Mason 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 S, this 5th day of August 1914.

J, R. Perkins,

Bessie, L, Perkins,

As evidence of our ratification and acceptance of the foregoing terms and conditions, We E. C. Mason, and wife Ruby, Mason, join herein, and subscribe our name hereto.

This 5th day of August 1914,

E. C. Mason

Ruby, Mason,

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, D. M. Minoy, a Notary Public in and for said County and State, the within named E. C. Mason, and wife, Ruby, Mason, the bargainor S with whom I am personally acquainted, and who acknowledged that they executed the within instrument for the purposes therein contained.

And Ruby, Mason, wife of the said E. C. Mason, having appeared before me, privately and apart from her husband, the said Ruby, Mason 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 5th day of August 1914,

Seal D. M. Minoy, Notary Public.

State Of Kentuck, Todd County) personally appeared before me Jno, O, Stroud, JP a notary plic in and for said county and state, the within named Bessie, L, Perkins, wife of J.R. Perkins, the bargainor with whom I am personally acquainted, and who h aving appeared before privately and apart from her husband, the said Bessie, L. Perkins, acknowledged the execution of said instument to have been doe by her freely, Voluntarially, and understandingly, without compulsion or constraint from her said husband and forthepurposes therein expressed, Witness my hand and official seal at Elkton Kentucky, this 12 day of August 1914. My commission expires, Jan 30, 1916, Seal Jno. O Stroud, Notary Public.

State of Tennessee, Davidson County, personally appeared before me, W. P. Hardison a Notary Public, in and for said County and State, the within named J. R. Perkins, the bargainor with whom I am personally acquainted, and who acknowledged, he executed the within deed instument for the purposesherein contained, Witness my hand and official at Nashville, Tennessee, this 5th day of August 1914, Seal W. P. Hardison, Notary Public

Received August 22, at 9.15 A.M. 1914,

By I.J.H.