NO [illegible]

ROBT L. EZELL AND WIFE, ET AL. TO J.W. EZELL AND WIFE,

FOR AND IN CONSIDERATION of the sum of THREE THOUSAND & NO/100 ($3,000.00) DOLLARS, paid and to be paid by J.W. EZELL AND WIFE LILLIE R. EZELL, as follows: ONEHUNDRED AND NO/100 ($100.00) Dollars, cash, the receipt of which is hereby acknowledged, and for the remainder the said J.W.EZELL AND WIFE LILLIE R. EZELL,

ha..ve executed 116 promissory notes..... for TWENTY FIVE & NO/100 ($25.00)

Dollars each, of even date herewith, payable to the order of ROBT L. EZELL AND JIM SPAIN, ..., 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 FEBRUARY 3,1920, and the others ONE ON THE FIRST DAY OF EACH SUCCEEDING MONTH, thereafter, until all are paid

WE, ROBT L. EZELL AND WIFE MAGGIE EZELL, AND JIM SPAIN AN UNMARRIED MAN PAST, THE AGE OF 21 YEARS,

have bargained and sold, and by these presents do transfer and convey unto the said J.W.EZELL AND WIFE, LILLIE R. EZELL THEIR,

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

LYING INTHE NEW 8TH CIVIL DISTRICT OF SAID COUNTY, BEGINNINGAT A POINT INTHE WESTERN MAR GIN OF 10EH 81I,,EXTENDED NOW CALLED 51ST AVE., NO., AS LAID IN OUT IN THE PLAN NO ONE OF WEST NASHVILLE SAID POINT BEING THE SOUTHWEST CORNER OF 5000 51ST AVE.,, AND 2ND OR ELKINS AVE EXTENDED RUNNING THENCE IN A WESTERLY DIRECTION ALONG THE SOUTHERLY MARGIN OF ELKIN AVE.,150 FEET TO AN ALLEY, THENCE AT RIGHT ANGLES IN A SOUTHERLY DIRECTION ALONG SAID ALLEY, 60 FEET TO A POINT, THENCE AT RIGHT ANGLES IN AN EASTERLY DIRECTION 150 FEET TO THE WESTERLY MARGIN OF 51ST AVE., THENCE AT RIGHT ANGLES IN A NORTHERLY DIRECTION ALONG SAID 51ST AVE., NO 60 FEET TO THE POINT OF BEGINNING, BEING THE SAME PROPERTY CONVEYED TO ROBT, EZELL AND JIM SPAIN, BY DEED OF RECORD IN BOOK 420 PAGE 56 R.O.D.C.TENN., TO WHICH REFERENCE IS HERE MADE. SAID LOT IS LOCATED IN BLOCK 811 IN THE WEST EXTENSION OF CHARLOTTE PARK CO'S 1ST ADD. WHUCH PLAN IS OF RECORD IN BOOK 421 PAGE 18 R.O.D.C.TENN!

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.W.EZELL AND WIFE LILLIE R EZELL, THEIR, heirs and assigns forever. And WE do covenant with the said J.W.EZELL AND WIFE, LILLIE R. EZELL, 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 EXCEPT

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.W.EZELL AND WIFE LILLIE R. EZELL 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 would not have been made, viz.:

It is expressly agreed by and between the said J.W. EZELL AND WIFE LILLIE EZELL, and ROBT L. EZELL AND JIM SPAIN, that if any of said notes shall at any time be unpaid, either in whole or in part, 6 months after maturity, all of the notes shall thereupon become due.

The said J.W.EZELL AND WIFE, agree to keep the IMPROVEMENTS, on property conveyed insured to the amount of ONE THOUSAND & NO/100 ($1000.00) Dollars, payable to the said ROBT L. EZELL AND JIM SPAIN, as collateral security to said notes, and to pay all taxes when due; and the said J.W.EZELL AND WIFE, further agree that if THEY fail to keep the said IMPROVEMENTS, insured, or to pay any taxes as agreed. the said ROBT L. EZELL AND JIM SPAIN, 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.W.EZELL AND WIFE, shall fail to repay any premium or taxes and interest within TWO months from the payment thereof by the said ROBT L. EZELL AND SPAIN, such failure shall render all of said notes due at the expiration of such time.

The said J.W.EZELL AND WIFE, further agree that if said notes become due upon any contingency hereinbefore stated, the said ROBT L. EZELL & JIM SPAIN, 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.W.EZELL AND WIFE, or THEIR, legal representatives.

The said J.W.EZELL AND WIFE, further agree that the said ROBT L. EZELL AND JIM SPAIN, may execute the power of sale herein contained without giving bond or taking oath; that the said ROBT L. EZELL AND JIM SPAIN, or the lawful owner of any of the notes herein secured, may bid at any sale under said power; and that if the said ROBT L. EZELL AND JIM SPAIN, 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 ROBT L. EZELL AND JIM SPAIN, and the said J.W.EZELL AND WIFE, further agree that [illegible] THAT IN EVENT OF A SALE OF THE SAID PROPERTY UNDER AND BY VIRTURE OF THIS DEED THEN THE SAID J.W.EZELL AND WIFE, AND ALL PERSONS HOLDING UNDER THEM, SHALL BE AND BECOME THE TENANTS AT WILL OF THE PURCHASER, OF THE SAME, FROM AND AFTER THE EXECUTION OF AND DELIVERY OF A DEED TO SUCH PURCHASER SAID TENANCE TO BE DETERMINED AT THE OPTION OF SAID PURCHASER UPON FUVE DAYS WRITTEN NOTICE.

In Witness Whereof, WE hereunto set OUR signature S., this 2ND day of JANUARY 1920.

ROBT L.EZELL.
MAGGIE EZELL,
J.S.SPAIN,

As evidence of OUR ratification and acceptance of the foregoing terms and conditions, WE J. W. EZELL AND WIFE LILLIE R. EZELL, join herein, and subscribe OUR name S. hereto.

This 2ND day of JANUARY 1920;

J.W.EZELL,
LILLIE R. EZELL,

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, WARREN B. SLOAN, a Notary Public in and for said County and State, the within named ROBERT L. EZELL AND WIFE MAGGIE EZELL, J.S.SPAIN AN UNMARRIED MAN AND J.W.EZELL AND WIFE LILLIE R. EZELL, the bargainor S., with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And MAGGIE EZELL AND LILLIE R. EZELL, WIVES, of the said ROBERT L. EZELL AND J.W.EZELL, having appeared before me, privately and apart from THEIR husband S, the said MAGGIE EZELL AND LILLIE R. EZELL, acknowledged the execution of the said instrument to have been done by THEM freely, voluntarily, and understandingly, without compulsion or constraint from THEIR said husband S, and for the purposes therein expressed.

Witness my hand and official seal, at NASHVILLE, Tennessee, this 3RD day of FEBRUARY 1920,

(SEAL) WARREN B. SLOAN, Notary Public.

U.S.R.05.00

RECEIVED 7TH DAY OF APRIL, A.D.1920, AT 11:22 O'CLOCK A.M.
M...S...T...