JOHN MORGAN SHIVERS.

NUMBER, 17175 REG. JUNE 16, 1920.

FOR AND IN CONSIDERATION of the sum of TWENTY SIX HUNDRED AND FIFTY DOLLARS.00 DOLLARS, paid and to be paid by AS HEREINAFTER STATED I JOHN MORGAN SHIVERS, UNMARRIED HAVE, ~~bargained~~ and ~~sold~~ ~~conveyed~~ ~~and confirmed~~ ~~unto~~ ~~the~~ ~~said~~ ~~purchaser~~ ~~his~~ ~~heirs~~ ~~and~~ ~~assigns~~ ~~forever~~ ~~the~~ ~~following~~ ~~described~~ ~~property~~ ~~to~~ ~~wit~~ ~~:~~ Dollars, cash, the receipt of which is hereby acknowledged, and for the remainder the said

ha executed promissory notes for

Dollars each, of even date herewith, payable to the order of , and bearing six per cent interest from , with lien retained on the property herein conveyed to secure their payment. The first one of said notes falls due and the others thereafter, until all are paid

have bargained and sold, and by these presents do transfer and convey unto the said

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

BARGAINED AND SOLD AND BY THESE PRESENTS, DO HEREBY TRANSFER AND CONVEY UNTO JAMES H. CHERRY AND WIFE WILLIE E. CHERRY, THEIR HEIRS AND ASSIGNS, A CERTAIN PARCEL OF REAL ESTATE, SITUATE IN DAVIDSON COUNTY TENNESSEE, AND FURTHER DESCRIBED AS FOLLOWS: BEING LOTS NOS. 1 AND 12 IN MANEY'S ADDITION TO EAST NASHVILLE A PLAN OF WHICH IS OF RECORD IN BOOK NO. 37 PAGE 1 IN THE REGISTER'S OFFICE OF SAID COUNTY, SAID LOTS NOS. 1 AND 12 TOGETHER FRONT ONE HUNDRED FEET ON THE WESTERLY SIDE OF VANSINDERIN OR STOCKELL STREET, AND RUN BACK BETWEEN PARALLEL LINES ONE HUNDRED AND FIFTY (150) FEET TO A 16 FOOT ALLEY, AND BEING PART OF THE PROPERTY CONVEYED TO THE UNDERSIGNED JOHN MORGAN SHIVERS BY DEED OF A. M. CARROLL AND WIFE, RECORDED IN BOOK NO 247, PAGE 581, IN THE SAID REGISTER'S OFFICE TO HAVE AND TO HOLD THE SAID TRACT OR PARCEL OF LAND, WITH THE APPURTENANCES, ESTATE, TITLE AND INTEREST THERETO BELONGING, TO THE SAID JAMES H. CHERRY AND WIFE WILLIE E. CHERRY, AND TO THE SURVIVOR OF SAID GRANTEES, HIS OR HER HEIRS AND ASSIGNS, FOREVER, IT BEING THE INTENTION OF THIS CONVEYANCE TO CREATE AN ESTATE BY THE ENTIRETY. AS PART CONSIDERATION FOR SAID CONVEYANCE THE SAID JAMES H. CHERRY AND WIFE HAVE PAID IN CASH THE SUM OF FIVE HUNDRED $500. DOLLARS, THE RECEIPT OF WHICH PAYMENT IS HERE ACKNOWLEDGED AND AS AN ADDITIONAL PART OF SAID CONSIDERATION, THE SAID JAMES H. CHERRY AND WIFE HEREBY ASSUME THE PAYMENT OF THE PROMISSORY NOTE OF THE UNDERSIGNED JOHN MORGAN SHIVERS FOR ONE THOUSAND $1000. DOLLARS, DATED JUNE 1, 1920, AND PAYABLE JUNE 15, 1924, TO THE ORDER OF THOMAS W. BRENNE & COMPANY TOGETHER WITH SEMIANNUAL INTEREST NOTES THEREON, THE PAYMENT OF WHICH NOTE FOR $1000. WITH INTEREST NOTES IS SECURED BY A DEED OF TRUST EXECUTED BY THE UNDERSIGNED JOHN MORGAN SHIVERS CONVEYING TO D.P. WRENNE TRUSTEE, THE PROPERTY HEREINABOVE DESCRIBED TOGETHER WITH OTHER PROPERTY, WHICH DEED OF TRUST IS RECORDED IN BOOK NO. PAGE IN THE REGISTER'S OFFICE OF SAID COUNTY. AND FOR THE BALANCE OF SAID CONSIDERATION THE SAID JAMES H. CHERRY AND WILLIE E. CHERRY HAVE EXECUTED AND DELIVERED TO THE UNDERSIGNED JOHN MORGAN SHIVERS, THEIR FORTY-SIX JOINT AND SEVERAL PROMISSORY NOTES FOR TWENTY-FIVE $25. DOLLARS, EACH, OF EVEN DATE HEREWITH AND PAYABLE IN FORTY-SIX CONSECUTIVE MONTHLY PAYMENTS, THE FIRST ONE OF SAID NOTES BEING PAYABLE JULY 1, 1920; SAID NOTES ARE PAYABLE ON OR BEFORE THE DATES OF THEIR MATURITY AND BEAR INTEREST AT THE RATE OF SIX PER CENT PER ANNUM FROM DATE UNTIL PAID, AND TO SECURE THEIR PAYMENT A LIEN IS EXPRESSLY RETAINED ON THE PROPERTY HEREIN AND HEREBY CONVEYED UNTIL SAID NOTES WITH INTEREST, ARE PAID IN FULL. THE SAID JOHN MORGAN SHIVERS, HEREBY COVENANTS THAT HE IS SEIZED AND POSSESSED OF SAID REAL ESTATE HAS THE RIGHT TO CONVEY, AND THAT THE SAME IS XX UNINCUMBERED, EXCEPT AS RECITED AND WARRANTS THE TITLE AGAINST THE CLAIMS OF ALL PERSONS.

The Equitable Loan & Security Co. No. One, for $25.00 each, as described herein, having been paid in full, to the date hereof, the holder thereof hereby releases the lien retained upon the within described property, held to secure the payment of said notes. This June 15th 1920. Witness: D. P. Wrenne. Trustee. By W. Allen Morgan Jr. Asst. Secy.

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

And do further covenant and bind heirs and representatives to warrant and forever defend the title to said land to the said 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 JOHN MORGAN SHIVERS AND JAMES H. CHERRY AND WIFE WILLIE E. CHERRY. that if any of said notes shall at any time be unpaid, either in whole or in part, TWO months after maturity, all of the notes shall thereupon become due.

The said JAMES H. CHERRY AND WIFE WILLIE E. CHERRY agree to keep the BUILDINGS on property conveyed insured to the amount of Dollars, payable to the said JOHN MORGAN SHIVERS, as collateral security to said notes, and to pay all taxes when due; and the said JAMES H. CHERRY AND WIFE, further agree that if THEY fail to keep the said BUILDINGS insured, or to pay any taxes as agreed, the said JOHN MORGAN SHIVERS, 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 JAMES H. CHERRY AND WIFE, shall fail to repay any premium or taxes and interest within TWO months from the payment thereof by the said JOHN MORGAN SHIVERS, such failure shall render all of said notes due at the expiration of such time.

The said JAMES H. CHERRY AND WIFE, further agree that if said notes become due upon any contingency hereinbefore stated, the said JOHN MORGAN SHIVERS, 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 JAMES H. CHERRY AND WIFE, or THEIR legal representatives.

The said JAMES H. CHERRY AND WIFE, further agree that the said ~~JOHN MORGAN SHIVERS~~ may execute the power of sale herein contained without giving bond or taking oath; that the said JOHN MORGAN SHIVERS, or the lawful owner of any of the notes herein secured, may bid at any sale under said power; and that if the said 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 PURCHASER, and the said further agree that the purchaser may re-enter and take possession of the property without hindrance or delay. AND THE SAID GRANTEES FURTHER AGREE THAT IN THE EVENT OF A SALE UNDER THE POWER HEREIN RESERVED THEY OR ANY OTHER PERSON OR PERSONS HOLDING THROUGH OR UNDER THEM SHALL FORTHWITH AT ONCE BECOME THE TENANTS AT WILL OF THE PURCHASER SUBJECT TO REMOVAL BY PROCESS OF UNLAWFUL DETAINER AND THAT HE OR THEY WILL PAY THE PURCHASER THE REASONABLE RENTAL OF THE PREMISES FOR THE TIME INTERVENING BETWEEN THE SALE AND TAKING POSSESSION, AND THAT HE OR THEY WILL AT ANY TIME GIVE POSSESSION ON DEMAND OF THE PURCHASER.

In Witness Whereof, I hereunto set MY signature, this 1ST day of JUNE 1920.

JOHN MORGAN SHIVERS.

As evidence of OUR ratification and acceptance of the foregoing terms and conditions, WE JAMES H. CHERRY AND WIFE WILLIE E. CHERRY, join herein, and subscribe OUR name S hereto.

This 1ST day of JUNE 1920.

JAMES H. CHERRY.

WILLIE E. CHERRY.

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, FRANK A. SMITH, a Notary Public in and for said County and State, the within named JOHN MORGAN SHIVERS, the bargainor, with whom I am personally acquainted, and who acknowledged that HE executed the within instrument for the purposes therein contained.

And of the said having appeared before me, privately and apart from husband, the said acknowledged the execution of the said instrument to have been done by freely, voluntarily, and understandingly, without compulsion or constraint from said husband, and for the purposes therein expressed.

Witness my hand and official seal, at NASHVILLE, Tennessee, this 11TH day of JUNE 1920.

U.S.R.S. $2.00. SEAL. FRANK A. SMITH. Notary Public.

REC. JUNE 15, 1920, AT 12:45 P.M.