[illegible] WIFE, [illegible] MAGER, TO [illegible] M. MITCHELL,

NUMBER, 24978, REG. APRIL 27, 1921.

FOR AND IN CONSIDERATION of the sum of $3000.00, THREE THOUSAND AND NO/100 DOLLARS, paid and to be paid by WILL MITCHELL, AND WIFE HATTIE MITCHELL, as follows: FIFTEEN HUNDRED $1500.00, AND NO/100 Dollars cash, the receipt of which is hereby acknowledged, and for the remainder the said WILL MITCHELL AND HATTIE MITCHELL HAVE EXECUTED AND DELIVERED THEIR SIXTY (60) LIEN PROMISSORY NOTES, OF EVEN DATE HEREWITH, FOR THE SUM OF TWENTY-FIVE ($25.00) DOLLARS, EACH, BEARING INTEREST AT THE RATE OF 6% PER CENT PER ANNUM, SAID SIXTY 60 NOTES, BEING PAYABLE TO THE ORDER OF JOHN MAGER, AND FRANCES MAGER, AND THE FIRST ONE OF SAID SERIES OF SIXTY 60 NOTES WILL BE DUE MAY 15, 1921, AND THE REMAINDER ONE ON THE 15TH DAY OF EACH AND EVERY SUCCEEDING MONTH RESPECTIVELY THEREAFTER UNTIL ALL ARE PAID. IT IS HEREBY AGREED BY GRANTORS THAT THE GRANTEES MAY PAY ANY NUMBER OF SAID SERIES OF SIXTY 60 NOTES WITH ACCRUED INTEREST BEFORE MATURITY.

[redacted]

WE JOHN MAGER AND WIFE, FRANCES, MAGER,

have bargained and sold, and by these presents do transfer and convey, unto the said WILL MITCHELL, AND WIFE HATTIE MITCHELL, THEIR, heirs and assigns, a certain tract or parcel of land in DAVIDSON, County, State of Tennessee, as follows: BEING A PARCEL OF LAND IN NORTH NASHVILLE, FORMERLY IN THE 13TH CIVIL DISTRICT OF DAVIDSON COUNTY TENN., DESCRIBED AS FOLLOWS: BEGINNING AT A STAKE ON THE NORTH SIDE OF JACKSON STREET, 84 FEET EASTERLY FROM THE EASTERLY MARGIN OF 10TH. AVENUE NORTH, FORMERLY BELLEVILLE, STREET; THENCE NORTHERLY AND PARALLEL WITH SAID AVENUE, 129, FEET, MORE OR LESS, TO THE SOUTHERLY MARGIN OF AN ALLEY; THENCE WITH SAID ALLEY EASTERLY 65 FEET, MORE OR LESS, TO MEDLING'S FORMERLY BOLTER'S N.W. CORNER; THENCE WITH MEDLING'S EAST LINE, SOUTHERLY, 129, FEET, MORE OR LESS, TO THE NORTHERLY MARGIN OF JACKSON STREET; THENCE WITH THE NORTHERLY MARGIN OF SAID STREET, WESTERLY 65 FEET, MORE OR LESS, TO THE BEGINNING, BEING PART OF THE SAME PROPERTY CONVEYED TO JOHN MAGER AND WIFE FRANCES MAGER, BY DEED FROM JAMES FEGAN AND AGNES FEGAN AS OF RECORD IN BOOK NO 123, PAGE 611, R.O.D.C. TENNESSEE, TO WHICH REFERENCE IS HEREBY MADE.

Witness: Max Benz Jr.

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 said debt. This [illegible] day of [illegible] 1921. Attest: [illegible] Deputy Reg. [illegible] his X mark Mager

TO HAVE AND TO HOLD the said tract or parcel of land, with the appurtenances, estate, title, and interest thereto belonging, to the said WILL MITCHELL AND WIFE HATTIE MITCHELL, THEIR, heirs and assigns, forever. And WE do covenant with the said WILL MITCHELL, AND WIFE, HATTIE MITCHELL, 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 WILL MITCHELL AND WIFE HATTIE MITCHELL 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 WILL MITCHELL AND WIFE, HATTIE MITCHELL, and JOHN MAGER AND WIFE, FRANCES MAGER, 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 WILL MITCHELL AND WIFE HATTIE MITCHELL, agree S to keep the BUILDINGS on property conveyed insured to the amount of FIFTEEN HUNDRED $1500.00 Dollars, payable to the said JOHN MAGER AND FRANCES MAGER, as collateral security to said notes, and to pay all taxes when due; and the said WILL MITCHELL AND WIFE HATTIE MITCHELL, further agree S that if THEY fail to keep the said BUILDINGS insured, or to pay any taxes as agreed, the said JOHN MAGER, AND WIFE FRANCES MAGER, or the lawful holder of said notes, may have the building S 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 WILL MITCHELL AND WIFE, HATTIE MITCHELL, shall fail to repay any premium or taxes and interest within TWO months from the payment thereof by the said JOHN MAGER AND FRANCES, MAGER, such failure shall render all of said notes due at the expiration of such time.

The said WILL MITCHELL, AND WIFE, HATTIE MITCHELL, further agree S that if said notes become due upon any contingency hereinbefore stated, the said JOHN MAGER AND FRANCES MAGER, 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 WILL MITCHELL AND WIFE HATTIE MITCHELL, or THEIR, legal representatives.

The said WILL MITCHELL, AND WIFE HATTIE MITCHELL, further agree S that the said JOHN MAGER AND WIFE, FRANCES MAGER, may execute the power of sale herein contained without giving bond or taking oath; that the said JOHN MAGER AND WIFE FRANCES, MAGER, or the lawful owner of any of the notes herein secured, may bid at any sale under said power; and that if the said JOHN MAGER AND WIFE, FRANCES MAGER, 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 JOHN MAGER AND WIFE, FRANCES MAGER, and the said WILL MITCHELL AND WIFE HATTIE MITCHELL, further agree S that the purchaser may reënter and take possession of the property without hindrance or delay. AND THE SAID WILL MITCHELL AND WIFE, HATTIE MITCHELL WILL BECOME TENANT AT WILL OF THE PURCHASER FROM AND AFTER DAY OF SALE.

In Witness Whereof, WE hereunto set OUR signature S, this 15 day of APRIL, 1921.

JOHN HIS X MARK, MAGER,

ATTEST THEIR MARKS, MAX. BENZ. JR.,

FRANCES HER X MARK, Mager

As evidence of OUR ratification and acceptance of the foregoing terms and conditions, WE WILL MITCHELL AND WIFE, HATTIE MITCHELL, join herein and subscribe OUR name S hereto.

This 23RD, day of APRIL 1921.

WILL MITCHELL,

HATTIE MITCHELL,

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, MAX. BENZ. JR., a Notary Public in and for said County and State, the within-named JOHN MAGER, AND WIFE, FRANCES, MAGER, AND WILL MITCHELL AND WIFE HATTIE MITCHELL, the bargainor S, with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And FRANCES MAGER AND HATTIE MITCHELL, THE RESPECTIVE WIVES, of the said John MAGER AND Will MITCHELL, having appeared before me privately and apart from THEIR husband S, the said FRANCES MAGER AND HATTIE MITCHELL, 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 23RD, day of APRIL 1921.

MY COM. EXP. APRIL, 5, 1925. SEAL MAX. BENZ. JR., Notary Public.

U.S.R.S. $3.00.

REC. APRIL 25, 1921, AT 12:42 P.M.