ALBERT T.MCPHERSON ET UX TO DEXTER D.MCPHERSON ET UX

NUMBER 28165 REC Aug 23 1921

FOR AND IN CONSIDERATION of the sum of FIFTEEN HUNDRED ($1500.00) AND 00/100 DOLLARS, paid and to be paid by DEXTER D.MCPHERSON AND WIFE ANNA MCPHERSON as follows: FOUR HUNDRED ($400.00) AND 00/100 Dollars cash, the receipt of which is hereby acknowledged, and for the remainder the said DEXTER D.MCPHERSON AND ANNA MCPHERSON

HAVE executed THEIR 31 promissory note S this DAY OF EVEN DATE HEREWITH, FOR $35.00 EACH AND ONE THE LAST FOR $15.00, WITH INTEREST FROM DATE HEREOF PAYABLE TO THE ORDER OF ALBERT T.MCPHERSON MONTHLY. The first one of said notes falls due SEPTEMBER 9, 1921 The and the others ONE ON THE 9TH DAY OF EACH SUBSEQUENT MONTH THEREAFTER, until all are paid.

TO SECURE THE PAYMENT OF SAID NOTES AND INTEREST, A LIEN IS HEREBY EXPRESSLY RESERVED AND RETAINED ON THE LOT OR PARCEL OF LAND HEREINAFTER DESCRIBED, WE, ALBERT T.MCPHERSON AND WIFE LOULA MCPHERSON HAVE BARGAINED AND SOLD, AND BY THESE PRESENTS DO TRANSFER AND CONVEY UNTO THE SAID DEXTER D.MCPHERSON AND WIFE ANNA MCPHERSON, THEIR heirs and assigns, a certain tract or parcel of land in DAVIDSON County, State of Tennessee, as follows:

SITUATE AND BEING IN THE OLD 23RD, NOW 13TH CIVIL DISTRICT OF DAVIDSON COUNTY, TENNESSEE, AND BEING A PART OF JOHN W. CURTIS'S HOME TRACT. SAID LAND HEREIN CONVEYED FRONTS 92½ FEET ON THE EAST SIDE OF THE HAMILTON COUNTY ROAD, AND EXTENDING BACK, BETWEEN PARALLEL LINES, TOWARDS THE RIVER 415 FEET, AND BEING THE SAME PROPERTY CONVEYED TO ALBERT T.MCPHERSON BY DEED FROM M.C.TREPPARD AND WIFE OF RECORD IN BOOK 342, PAGE 400 R.O.D.C. TO WHICH REFERENCE IS MADE.

The entire interest conveyed by the within deed is hereby released from the lien on the within described property, held to secure the payment of said debt. This 22nd day of Nov. 1921.
Attest: R. Walker - Register
By Mae Pherson

TO HAVE AND TO HOLD the said tract or parcel of land, with the appurtenances, estate, title, and interest thereto belonging, to the said DEXTER D.MCPHERSON AND WIFE ANNA MCPHERSON THEIR heirs and assigns, forever. And WE do covenant with the said DEXTER D.MCPHERSON AND ANNA MCPHERSON 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 DEXTER D.MCPHERSON AND ANNA MCPHERSON, 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 ALBERT T.MCPHERSON and DEXTER D.MCPHERSON AND WIFE ANNA MCPHERSON 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.

The said DEXTER D.MCPHERSON AND ANNA MCPHERSON agree to keep the BUILDINGS on property conveyed insured to the amount of EIGHT HUNDRED ($800.00) AND 00/100 Dollars, payable to the said ALBERT T.MCPHERSON as collateral security to said notes, and to pay all taxes when due; and the said DEXTER D.MCPHERSON AND ANNA MCPHERSON further agree that if THEY fail to keep the said BUILDINGS insured, or to pay any taxes as agreed, the said ALBERT T.MCPHERSON, 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 DEXTER D.MCPHERSON AND ANNA MCPHERSON shall fail to repay any premium or taxes and interest within TWO months from the payment thereof by the said ALBERT T.MCPHERSON, such failure shall render all of said notes due at the expiration of such time.

The said DEXTER D.MCPHERSON AND ANNA MCPHERSON further agree that if said notes become due upon any contingency hereinbefore stated, the said ALBERT T. MCPHERSON, 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 paymept 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 DEXTER D.MCPHERSON AND WIFE ANNA MCPHERSON, or THEIR legal representatives.

The said DEXTER D.MCPHERSON AND ANNA MCPHERSON further agree that the said ALBERT T. MCPHERSON may execute the power of sale herein contained without giving bond or taking oath; that the said ALBERT T. MCPHERSON, or the lawful owner of any of the notes herein secured, may bid at any sale under said power; and that if the said ALBERT T.MCPHERSON 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 ALBERT T. MCPHERSON, and the said DEXTER D.MCPHERSON AND ANNA MCPHERSON further agree that the purchaser may reënter and take possession of the property without hindrance or delay.

AND THE SAID DEXTER D. AND ANNA MCPHERSON WILL BECOME TENANT AT WILL OF THE PURCHASER FROM AND AFTER DAY OF SALE.

In Witness Whereof, WE hereunto set OUR signature S, this 6TH day of AUGUST, 1921

ALBERT T.MCPHERSON

LOULA MCPHERSON

As evidence of OUR ratification and acceptance of the foregoing terms and conditions, WE, THE UNDERSIGNED join herein and subscribe OUR name S hereto.

This 6TH day of AUGUST, 1921

DEXTER D.MCPHERSON

ANNA MCPHERSON

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, W.B.BALLARD, a Notary Public in and for said County and State, the within-named ALBERT T.MCPHERSON AND WIFE LOULA MCPHERSON AND DEXTER D.MCPHERSON AND WIFE ANNA MCPHERSON the bargainor S, with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And LOULA MCPHERSON AND ANNA MCPHERSON, WIVES of the said ALBERT T.MCPHERSON AND DEXTER D.MCPHERSON having appeared before me privately and apart from THEIR husband S, the said LOULA MCPHERSON AND ANNA MCPHERSON 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 18 day of AUGUST, 1921

U.S.R.S.$1.50

(SEAL) W.B.BALLARD, Notary Public.

REC. AUG 19, 1921, 2.15 P.M.