MIKE COSTELLO, TO HENRY HUNT, ET UX.,

NUMBER, 31719, REG. DEC. 22, 1921.

FOR AND IN CONSIDERATION of the sum of FOURTEEN HUNDRED FIFTY $1450.00, AND 00/100 DOLLARS, paid and to be paid by HENRY HUNT AND WIFE FANNIE MAY HUNT, I, as follows: ONE HUNDRED $100.00, AND 00/100 Dollars cash, the receipt of which is hereby acknowledged, and for the remainder the said HENRY HUNT AND FANNIE MAY HUNT, HAVE EXECUTED THEIR 108 JOINT PROMISSORY NOTES OF EVEN DATE HEREWITH FOR $12.50 EACH, PAYABLE TO THE ORDER OF MIKE CASTELLO, WITH INTEREST FROM DATE HEREOF. THE FIRST OF SAID NOTES FALLS DUE JANUARY 20, 1922, AND THE OTHERS ONE ON THE 20TH, DAY OF 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.

Dollars cash, of even date herewith, payable to the order of

and bearing six per cent interest from with the 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,

I, MIKE COSTELLO, UNMARRIED,

have bargained and sold, and by these presents do transfer and convey, unto the said HENRY HUNT AND WIFE FANNIE MAY HUNT, AND TO THE SURVIVOR HIS, HER OR THEIR,

heirs and assigns, a certain tract or parcel of land in DAVIDSON County, State of Tennessee, as follows: BEING LOT NO. 98 IN J.M, T.J. /AND C.W. HARDING'S SUBDIVISION OR ADDITION TO NASHVILLE, A PLAN OF WHICH IS OF RECORD IN BOOK 21, PAGE 80, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE. SEE. SAID LOT NO. 98, FRONTS 50 FEET ON THE NORTH SIDE OF PASSAIC, AV-NOW UNDERWOOD STREET, AND RUNS BACK BETWEEN PARALLEL LINES, 150 FEET TO AN ALLEY, AND BEING THE SAME PROPERTY CONVEYEDTO MIKE COSTELLO BY DEED FROM ROBERT LUSK AND WIFE, OF RECORD IN BOOK 464, PAGE 207, R.O.D.C. TO WHICH REFERENCE IS MADE. THE GRANTOR, MIKE COSTELLO TO RETAIN POSSESSION OF THE ABOVE DESCRIBED PROPERTY UNTIL JANUARY, 20, 1922, FREE OF RENT.

Received for Record Dec. 22, 1921, at 3:50 P.M. and duly recorded in Book 1449, page 324 Register's Office for Davidson County, Tenn. Note $ due [illegible] for $12.50 each of a series of 108 notes as described herein bearing interest from [illegible] Fees $ [illegible] Register By [illegible] D.C.

To Have and to Hold the said tract or parcel of land, with the appurtenances, estate, title, and interest thereto belonging, to the said HENRY HUNT AND WIFE FANNIE MAY HUNT AND TO THE SURVIVOR HIS HER OR THEIR, heirs and assigns, forever. And I do covenant with the said HENRY HUNT AND FANNIE MAY HUNT, that I AM lawfully seized and possessed of said land in fee simple, have a good right to convey it, and the same is unencumbered.

And I do further covenant and bind MYSELF, MY heirs and representatives to warrant and forever defend the title to said land to the said HENRY HUNT AND FANNIE MAY HUNT, 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 MIKE COSTELLO and HENRY HUNT AND FANNIE MAY HUNT, 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 HENRY HUNT AND FANNIE MAY HUNT, 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 MIKE COSTELLO, as collateral security to said notes, and to pay all taxes when due; and the said HENRY HUNT AND FANNIE MAY HUNT, further agree, that if THEY fail to keep the said BUILDINGS insured, or to pay any taxes as agreed, the said MIKE COSTELLO, 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 HENRY HUNT AND FANNIE MAY HUNT, shall fail to repay any premium or taxes and interest within TWO months from the payment thereof by the said MIKE COSTELLO, such failure shall render all of said notes due at the expiration of such time.

The said HENRY HUNT AND FANNIE MAY HUNT, further agree that if said notes become due upon any contingency hereinbefore stated, the said MIKE COSTELLO, 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 HENRY HUNT AND FANNIE MAY HUNT, or THEIR legal representatives.

The said HENRY HUNT AND FANNIE MAY HUNT, further agree that the said MIKE COSTELLO, may execute the power of sale herein contained without giving bond or taking oath; that the said MIKE COSTELLO, or the lawful owner of any of the notes herein secured, may bid at any sale under said power; and that if the said MIKE COSTELLO, 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 MIKE COSTELLO, and the said HENRY HUNT AND FANNIE MAY HUNT, further agree that the purchaser may reënter and take possession of the property without hindrance or delay. AND IF THE SAID HENRY AND FANNIE MAY HUNT WILL BECOME TENANT AT WILL OF THE PURCHASER FROM AND AFTER DATE OF SALE.

In Witness Whereof, I hereunto set MY signature, this 20TH day of DECEMBER, 1921.

MIKE COSTELLO,

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 20TH day of DECEMBER, 1921.

HENRY HUNT,

FANNIE MAI HUNT,

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 MIKE COSTELLO AND HENRY HUNT AND FANNIE MAY HUNT, the bargainor S, with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And FANNIE MAY HUNT, WIFE of the said HENRY HUNT, having appeared before me privately and apart from HER husband, the said FANNIE MAY HUNT, acknowledged the execution of the said 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 21 day of DECEMBER, 1921.

U.S.R.S. $1.50,

SEAL W.B. BALLARD, Notary Public.

REC. DEC. 21, 1921, AT 3:50 P.M.