NUMBER 40729 HENRY HARPER TO DENNIS JOINER,ET UX RECORDED OCT.5,1922.

For and in Consideration *of the sum of* ($ 300.00)

THREE HUNDRED *DOLLARS,*

PAID AND TO BE PAID BY DENNIS JOINER AND LENORA JOINER,AS FOLLOWS:ONE HUNDRED DOLLARS,($100.) CASH IN HAND PAID,THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED .AND FOR THE REMAINDER,THE SAID DENNIS JOINER AND LENORA JOINER,HAVE THIS DAY EXECUTED THEIR SIXTEEN(16)JOINT PROMISSORY NOTES PAYABLE TO THE ORDER OF HENRY HARPER,EACH IN THE SUM OF TWELVE & 50/100 DOLLARS,($12.50)AND BEARING 6% INTEREST FROM DATE.THE FIRST ONE OF SAID NOTES FALLS DUE ON OR BEFORE OCTOBER 5, 1922,AND THE OTHERS ON OR BEFORE THE 5TH DAY OF EACH MONTH RESPECTIVELY THEREAFTER,UNTIL ALL ARE PAID.TO SECURE THE PAYMENT OF WHICH NOTES AND INTEREST,A LIEN IS HEREBY EXPRESSLY RETAINED ON THE PROPERTY HEREIN CONVEYED.

The entire debt secured herein having been paid in full to the lawful owner and holder of thereof, hereby release the lien on the within described property, held to secure the payment of said debt. This ... day of ... 1922
Attest: ...
FOURTH & FIRST BANK & TRUST CO.
By ... Cashier

In case any one of said notes remains unpaid for 3 months after its maturity, all of the notes then unpaid shall immediately become due and payable; and said HENRY HARPER, , or the lawful holder of said notes remaining unpaid, is hereby authorized and empowered to sell said property, at public auction, at the south door of the Courthouse in Nashville, Tennessee, or on the premises, at his or her election, to the highest bidder for cash, or partly for cash and partly on time, or wholly on time, as he or she may elect, free from the right of repurchase or equity of redemption and free from homestead and dower, and said sale shall be advertised in some newspaper published in the City of Nashville once a week for at least four weeks; and whenever a sale of the premises is made hereunder, said HENRY HARPER, , or the lawful holder of said notes, shall have the right to execute a deed conveying the property to the purchaser, and the proceeds of said sale shall be applied to the payment of all taxes and public charges that may be a lien on said property, and all taxes or public charges that may have been advanced or paid by said HENRY HARPER, , or the holder of said notes; to the payment of all expenses, including reasonable attorney's fees, incident to selling said property and the enforcement of said lien and incurred in any litigation that may arise of or concerning the protection and the enforcement of the rights and interests of said HENRY HARPER, or the holder of said notes; to the payment and satisfaction of said notes and interest; and the balance, if any, is to be paid to said conveyee, his or her representatives or assigns. It is understood, and is hereby expressly declared, that the right of sale hereinbefore granted is intended as a cumulative remedy additional to the remedies now or that may be hereafter allowed by law, and that the same shall not be deemed in any manner whatsoever to deprive said HENRY HARPER, , or the holder of said notes, of any legal or equitable remedy by judicial proceedings, consistant with the provisions of these presents, according to the true intent and meaning thereof; and whenever and in case legal proceedings shall be instituted for the enforcement of the lien herein reserved and declared, and for the protection of the rights of said HENRY HARPER, , or the holder of said notes, and the sale of said premises, reasonable counsel fees shall be paid and shall be added to the debt herein and hereby secured. SAID DENNIS JOINER & LENORA JOINER AGREES TO KEEP THE BUILDING INSURED IN SOME RELIABLE INSURANCE COMPANY TO FURTHER SECURE THE ABOVE DEBT. I,HENRY HARPER,UNMARRIED,

have this day bargained and sold, and by these presents do transfer and convey, unto the said DENNIS JOINER,AND WIFE,LENORA JOINER,THEIR

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

BEING LOT NO.12,IN THE TARIFF REFORM, PLAN,WHICH IS RECORDED IN PLAN BOOK NO.161,PAGE 32,OF THE REGISTER'S OFFICE FOR DAVIDSON COUNTY,TENNESSEE.SAID LOT NO.12,FRONTS 50 FEET ON THE SOUTHERLY SIDE OF ALABAMA AVENUE,AND RUNS BACK,BETWEEN PARALLEL LINES,150 FEET TO AN ALLEY.AND BEING THE SAME PROPERTY CONVEYED TO HENRY HARPER,BY R.M.COOK,AND WIFE,AMANDA C.COOK,AS OF RECORD IN BOOK NO.380,PAGE 172 ,OF THE REGISTER'S OFFICE FOR SAID COUNTY.

To Have and to Hold *the said tract or parcel of land, with the appurtenances, estate, title, and interest thereto belonging, to the said* DENNIS JOINER AND WIFE,LENORA JOINER,THEIR

heirs and assigns, forever. And I *do covenant with the said* DENNIS JOINER AND LENORA JOINER, *that* I AM *lawfully seized and possessed of said land in fee simple, have a good right to convey it, and the same is unincumbered. And* I,HENRY HARPER, *do further covenant and bind* MYSELF,MY *heirs and representatives, to warrant and forever defend the title to said land to the said* DENNIS JOINER AND WIFE,LENORA JOINER,THEIR *heirs and assigns, against the lawful claims of all persons whomsoever.*

Witness MY *hand , this* 5TH *day of* SEPTEMBER,1922.

Witness HENRY HARPER.

State of Tennessee,
DAVIDSON COUNTY.

Personally appeared before me, GEO.J.WADDEY, *a Notary Public in and for said County and State, the within-named* HENRY HARPER, UNMARRIED, *the bargainor, with whom I am personally acquainted, and who acknowledged that* HE *executed the annexed instrument for the purposes therein contained.*

And of the said having personally appeared before me privately and apart from her husband, the said , 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 8 *day of* SEPTEMBER,1922.

(SEAL) GEO.J.WADDEY.
Notary Public.

U.S.R.S. 50 CTS. REC.OCT.4,1922 AT 10:52 A.M.

State of Tennessee,
DAVIDSON COUNTY.

Personally appeared before me, a Notary Public in and for said County and State, the within-named , the bargainor, with whom I am personally acquainted, and who acknowledged that executed the annexed instrument for the purposes therein contained.

And of the said having personally appeared before me privately and apart from her husband, the said , 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 day of

Notary Public.