HERBERT E BERRY
NUMBER 35300 APRIL 25TH 1922

FOR AND IN CONSIDERATION of the sum of TWO HUNDRED AND FIFTY $250.00 DOLLARS, paid and to be paid by MARVIN UNDERWOOD as follows: FIFTY $50.00 Dollars cash, the receipt of which is hereby acknowledged, and for the remainder the said MARVIN UNDERWOOD has executed HIS 20 promissory note~~s~~ BNK OF ~~Dollars~~ even date herewith, ~~payable to the order of~~ ~~, and bearing 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:~~

EACH IN THE SUM OF $10.00 PAYABLE TO THE ORDER OF HERBERT E BERRY AT NASHVILLE TENN WITH 6% INT FROM DATE AND PROVIDING FOR COSTS AND REASONABLE ATTORNEY'S FEES IN THE EVENT OF SAID FEE THEIR COLLECTED. THE FIRST OF SAID NOTES IS DUE AND PAYABLE MAY 1ST 1922 AND A LIKE NOTE IS DUE AND PAYABLE ON THE FIRST DAY OF EACH SUCCEEDING MONTH THEREAFTER TILL THE ENTIRE SERIES IS PAID TO SECURE THE PAYMENT OF EACH AND ALL OF SAID NOTES AND INTEREST/WITH COSTS AND ATTORNEY'S FEES IF ~~SUE~~ ANY ACCRUE A LIEN IS EXPRESSLY RETAINED ON THE LAND HEREINAFTER DESCRIBED I HERBERT E BERRY a single man HAVE BARGAINED AND SOLD AND BY THESE PRESENTS DO TRANSFER AND CONVEY UNTO THE SAID MARVIN UNDERWOOD HIS HEIRS AND ASSIGNS A CERTAIN TRACT OR PARCEL OF LAND IN DAVIDSON COUNTY STATE OF TENNESSEE AS FOLLOWS: BEING LOTS NO.24 AND 25 ON THE MAP OF FAULCONS AND ASHEROFTS SUBDIVISION OF ~~BE~~/ OF LOTS NO.18 AND 19 OF THE BOYD MCNAIRY TRACT AS ON RECORD IN BOOK 57 PAGE 121 R O D C TENN SAID LOTS NO.24 AND 25 FRONT 36 FEET EACH ON THE SOUTHERLY SIDE OF JACKSON STREET AND RUN BACK BETWEEN PARALLEL LINES 106 FEET TO AN ALLEY LOT NO.24 RUNNING BACK WITH THE WESTERLY MARGIN OF FAULCONS AND BEING THE PROPERTY CONVEYED TO PERTHENIA LEE FORMERLY PERTHENIA GAINES BY DEED REGISTERED IN BOOK 509 PAGE 388 R O D C TENN.

The entire debt secured herein has been paid in full to the holder of the within mentioned and described note, and I hereby release the lien on the within described property, held to secure the payment of said note. This April 25th, 1922.
Witness: [illegible]

TO HAVE AND TO HOLD the said tract or parcel of land with the appurtenances, estate, title, and interest thereto belonging, to the said MARVIN UNDERWOOD HIS heirs and assigns, forever. And WE I do covenant with the said MARVIN UNDERWOOD that I 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 MARVIN UNDERWOOD HIS 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 HERBERT E BERRY and MARVIN UNDERWOOD that if any of said notes shall at any time be unpaid, either in whole or in part, FOR A PERIOD OF TWO MONTHS ~~THREE~~ after maturity, all of the notes shall thereupon become due.

The said ~~[illegible]~~ agree~~s~~ to keep the ~~[illegible]~~ on property conveyed insured to the amount of ~~[illegible]~~ Dollars, payable to the said ~~[illegible]~~ as collateral security to said notes, and to pay all taxes when due; and the said MARVIN UNDERWOOD further agree~~s~~ that if ~~he~~ fail~~s~~ to keep the said ~~[illegible]~~ insured or to pay any taxes as agreed, the said HERBERT E BERRY, 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 MARVIN UNDERWOOD shall fail to repay any premium or taxes and interest within TWO months from the payment thereof by the said HERBERT E BERRY, such failure shall render all of said notes due at the expiration of such time.

The said MARVIN UNDERWOOD further agree~~s~~ that if said notes become due upon any contingency hereinbefore stated, the said HERBERT E BERRY, 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 MARVIN UNDERWOOD, or HIS legal representatives.

The said MARVIN UNDERWOOD further agree~~s~~ that the said HERBERT E BERRY may execute the power of sale herein contained without giving bond or taking oath; that the said HERBERT E BERRY, or the lawful owner of any of the notes herein secured, may bid at any sale under said power; and that if the said HERBERT E BERRY 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 HERBERT E BERRY, and the said MARVIN UNDERWOOD further agree~~s~~ that the purchaser may re-enter and take possession of the property without hindrance or delay.

AND THE SAID MARVIN UNDERWOOD WILL BECOME TENANT AT WILL OF THE PURCHASER FROM AND AFTER DAY OF SALE.

In Witness Whereof, I hereunto set MY signature, this 22 day of APRIL 1922.

HERBERT E BERRY

As evidence of MY ratification and acceptance of the foregoing terms and conditions, I MARVIN UNDERWOOD join herein and subscribe MY name hereto.

This 22 day of APRIL 1922.

MARVIN UNDERWOOD

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, O F GOODWIN, a Notary Public in and for said County and State, the within-named HERBERT E BERRY AN UNMARRIED MAN AND MARVIN UNDERWOOD ALSO AN UNMARRIED MAN, the bargainor~~s~~, with whom I am personally acquainted, and who acknowledged that THEY AND EACH OF THEM executed the within instrument for the purposes therein contained.

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

Witness my hand and official seal, at NASHVILLE, Tennessee, this 22 day of APRIL 1922.

[SEAL.] O F GOODWIN, Notary Public.

Comm expires Oct 2 1924

RECEIVED APRIL 25TH 1922 AT 8.30 A M UNITED STATES REVENUE STAMPS $0.50