NUMBER 46568. CLEVELAND C. SIMPSON ET UX TO

FIFTEEN HUNDRED

FOR AND IN CONSIDERATION of the sum of

paid and to be paid by THOMAS E. MACKEY AND WIFE, TINA MACKEY,

THREE HUNDRED

THOMAS E. MACKEY AND WIFE, TINA MACKEY, HAVE

OF $15.00 AND ONE NOTE, THE LAST ONE, FOR $22.00 AND

$20.00 27 FOR FIFTEEN AND NO/100 ($15.00) EACH OF

NOTES ARE PAYABLE TO THE ORDER OF CHAS. B. HUNT, AND THE

executed

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

and bearing six per cent 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

being and assigns, a certain tract or parcel of land in County, State of

THE ORDER OF CLEVELAND C. SIMPSON AND WIFE, JOHNNIE VERA SIMPSON, AND BEARING SIX PER CENT INTEREST, FROM DATE OF THIS DEED FOR THE LAST SERIES OF NOTES AND FROM DATE OF [illegible] FROM THE FIRST SERIES OF NOTES. THE FIRST ONE OF THE FIRST SERIES FALLS DUE OCT. 10TH, 1923 AND ONE EACH MONTH THEREAFTER UNTIL PAID AND THE FIRST ONE OF THE SECOND SERIES OF NOTES FALLS DUE FEB. 10TH, 1925 AND THE OTHERS ON THE 10TH. DAY OF EACH MONTH THEREAFTER UNTIL ALL ARE PAID. WE, CLEVELAND C. SIMPSON AND WIFE, JOHNNIE VERA SIMPTON, HAVE BARGAINED AND SOLD, AND BY THESE PRESENTS DO TRANSFER AND CONVEY, UNTO THE SAID THOMAS E. MACKEY AND WIFE, TINA MACKEY, THEIR HEIRS AND ASSIGNS, A CERTAIN TRACT OR PARCEL OF LAND IN DAVIDSON COUNTY, STATE OF TENNESSEE, AS FOLLOWS: BEING PART OF BLOCK 18 IN C.C. VERNON'S SUBDIVISION OF ONE HUNDRED AND FORTY-SIX (146) ACRES. A PLAN OF WHICH IS OF RECORD IN BOOK 16a, PAGE 164 OF THE REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE. SAID LOT FRONTS FIFTY-TWO AND 4/10 FEET ON THE NORTH SIDE OF LENOX AVENUE AND EXTENDS BACK NORTHWARDLY BETWEEN PARALLEL LINES AND WITH THE WESTERLY MARGIN OF [illegible] AVENUE, ONE HUNDRED FIFTY AND NO/100 (150) FEET TO SOUTHERLY MARGIN OF A 27 FOOT ALLEY. AND MEASURES FIFTY-TWO AND 4/10 (52.4) FEET ON SAID ALLEY. BEING THE SAME PROPERTY CONVEYED TO CLEVELAND C. SIMPSON AND WIFE, JOHNNIE VERA SIMPSON BY DEED FROM CHAS. B. HUNT, AND WIFE, MARY AGNES HUNT, WHICH IS A MATTER OF-RECORD IN BOOK 446, PAGE 385, OF THE REGISTER OFFICE FOR DAVIDSON COUNTY, TENNESSEE.

AND IN ORDER TO CARRY OUT THE CONDITIONS TERMS AND PROVISIONS OF THIS INSTRUMENT, THE SAID CLEVELAND C. SIMPSON AND WIFE, JOHNNIE VERA SIMPSON AND THOMAS E. MACKEY AND WIFE, TINA MACKEY, HEREIN APPOINT AND CONSTITUTE J.B. ROBINSON AS TRUSTEE, AND GIVE AND GRANT TO HIM THE POWER TO EXECUTE ALL THE POWERS CONDITIONS, PROVISIONS, AND TERMS OF THIS INSTRUMENT, AND HEREBY CONVEY TO J.B. ROBINSON TRUSTEE, IN CONSIDERATION OF THE PREMISES, ALL THE RIGHTS, TITLE, AND INTEREST WHICH WE MAY HAVE IN THE PROPERTY HEREIN CONVEYED, AND AGREE THAT IF SAID PROPERTY IS SOLD UNDER THE TERMS OF THIS INSTRUMENT, THAT THE SAID J.B. ROBINSON SHALL HAVE THE POWER TO CONVEY TO THE PURCHASER THEREOF THE SAID PROPERTY FREE FROM ALL OUR RIGHTS OF REDEMPTION, HOMESTEAD AND DOWER, AND EQUITIES OF ALL KINDS, AND IN FEE SIMPLE FOREVER.

TO HAVE AND TO HOLD the said tract or parcel of land with the appurtenances, estate, title, and interest thereto belonging, to the said THEIR

THOMAS E. MACKEY AND WIFE, TINA MACKEY,

heirs and assigns, forever. And WE do covenant with the said THOMAS E. MACKEY AND WIFE, TINA MACKEY, 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

EXCEPT AS HEREIN ABOVE STATE AND PROVIDED FOR.

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 THOMAS E. MACKEY AND WIFE, TINA MACKEY, 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 CLEVELAND C. SIMPSON AND WIFE, JOHNNIE VERA SIMPSON AND THOMAS E. MACKEY AND WIFE, TINA MACKEY,

that if any of said notes shall at any time be unpaid, either in whole or in part, TWO months after maturity, all of the notes shall thereupon become due.

THOMAS E. MACKEY AND WIFE, TINA MACKEY, agree to keep the BUILDING

Dollars, payable to the said

as collateral security to said notes, and to pay all taxes when due; THEY further agree that if fail to keep the

insured or to pay any taxes as agreed, the said

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 THOMAS E. MACKEY AND WIFE, TINA MACKEY, shall fail to repay any premium or taxes and interest within TWO months from the payment thereof by the said J.B. ROBINSON, TRUSTEE, the said J.B. ROBINSON, TRUSTEE, shall render all of said notes due at the expiration of said time.

The said THOMAS E. MACKEY AND WIFE TINA MACKEY, further agree that if said notes become due upon any contingency hereinbefore stated, the said J.B. ROBINSON, TRUSTEE, or the lawful owner of said notes shall first publish 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 right 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 THOMAS E. MACKEY AND WIFE, TINA MACKEY or THEIR legal representatives.

The said THOMAS E. MACKEY AND WIFE, TINA MACKEY, further agree that the said J.B. ROBINSON, TRUSTEE, may execute the power of sale herein contained without giving bond or taking oath; that the said J.B. ROBINSON, TRUSTEE, or the lawful owner of any of the notes herein secured, may bid at any sale under said power; and that if the said J.B. ROBINSON, TRUSTEE, 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 J.B. ROBINSON, TRUSTEE, and the said THOMAS E. MACKEY AND WIFE, TINA MACKEY, further agree that THE PURCHASER MAY RE-ENTER AND TAKE POSSESSION OF THE PROPERTY WITHOUT HINDRANCE OR DELAY AND IT IS FURTHER UNDERSTOOD AND AGREED THAT IF A SALE SHALL BE MADE UNDER THE PROVISION OF THIS INSTRUMENT, THEN THE SAID THOMAS E. MACKEY AND WIFE, TINA MACKEY, OR THEIR LEGAL REPRESENTATIVES, WHO MAY BE IN POSSESSION OF SAID PROPERTY AT THE TIME OF SAID SALE, SHALL BECOME, FROM DAY OF SUCH SALE, THE TENANT OR TENANTS AT WILL OF THE PURCHASER, AND SHALL AND WILL REMOVE AT ANY TIME THEREAFTER UPON TEN DAYS' NOTICE FROM SAID PURCHASER, AND WILL PAY THE PURCHASER THE REASONABLE RENTAL VALUE OF SAID PROPERTY FROM THE TIME OF SUCH SALE TO THE TIME OF SUCH REMOVAL. IN WITNESS WHEREOF, WE, HEREUNTO SET OUR SIGNATURES, THIS 3RD DAY OF SEPT. 1921.

As evidence of our satisfaction and acceptance of the foregoing terms and conditions, JOHNNIE VERA SIMPSON.

WE, THOMAS E. MACKEY AND WIFE, TINA MACKEY, join herein and subscribe OUR name S. hereto.

This 3RD day of SEPTEMBER, 1921.

THOMAS E. MACKEY.
TINA MACKEY.

ACKNOWLEDGMENT BEFORE NOTARY PUBLIC.

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, H.J. LOVELACE, a Notary Public in and for said County and State, the within named CLEVELAND C. SIMPSON AND WIFE, JOHNNIE VERA SIMPSON, AND THOMAS E. MACKEY AND TINA MACKEY, with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And JOHNNIE VERA SIMPSON AND TINA MACKEY, WIVES of the said CLEVELAND C. SIMPSON, AND THOMAS E. MACKEY, having appeared before me privately and apart from THEIR husband S, the said JOHNNIE VERA SIMPSON, AND TINA MACKEY 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 3RD day of SEPTEMBER, 1921.

COM. EXPIRES APRIL, 10, 1923. [Seal] H.J. LOVELACE, Notary Public.

U.S.R.S. $1.50.

REC. APRIL, 10, 1923 AT 11:08 A.M.