NUMBER 49261. J. S. YOUNG ET UX TO MARY L. WAGGONER. RECORDED JUNE 29, 1923.

FOR AND IN CONSIDERATION of the sum of FOUR THOUSAND FIVE HUNDRED AND NO/100 DOLLARS, paid and to be paid by MARY L. WAGGONER as follows: FIVE HUNDRED THIRTY FIVE AND NO/100 Dollars cash, the receipt of which is hereby acknowledged, and for the remainder the said MARY L. WAGGONER

has executed 41 promissory note S. for $35.00 EACH AND ONE NOTE FOR $30.00 Dollars each of even date herewith, payable to the order of J. S. YOUNG, and bearing six per cent interest from DATE, with lien retained on the property herein conveyed to secure their payment. The first one of said notes falls due JULY 1ST, 1923 and the others MONTHLY IN A SERIES, THE $30.00 NOTE LAST thereafter until all are paid.

WE, J. S. YOUNG AND WIFE, BERTIE YOUNG have bargained and sold, and by these presents do transfer and convey, unto the said MARY L. WAGGONER, TO HER SOLE AND SEPARATE USE, FREE FROM THE DEBTS, LIABILITIES AND CONTRACTS OR HER PRESENT OR ANY FUTURE HUSBAND, HER heirs and assigns, a certain tract or parcel of land in DAVIDSON County, State of Tennessee, as follows:

BEING THE WESTERLY HALF OF LOT 43 ON THE PLAN OF INGLEWOOD AS OF RECORD IN BOOK 332, PAGE 101, REGISTER'S OFFICE, FOR DAVIDSON COUNTY, TENNESSEE. SAID WESTERLY HALF OF LOT NO. 43, FRONTS 50 FEET ON THE NORTHERLY SIDE OF KIRTLAND AVENUE, AND RUNS BACK BETWEEN PARALLEL LINES 195.6 FEET, MORE OR LESS, TO A DEAD LINE, AND BEING THE SAME PROPERTY CONVEYED TO J. S. YOUNG BY T. T. YOUNG AND F. A. REYNOLDS, BY DEED OF RECORD IN BOOK NO.----, PAGE----, OF THE REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE, DATED THE 19TH DAY OF MAY 1923.

IT IS FURTHER UNDERSTOOD AND AGREED THAT THIS CONVEYANCE IS MADE UPON THE FURTHER CONSIDERATION THAT THE SAID MARY L. WAGGONER ASSUMES AND AGREES TO PAY, AND FULLY DISCHARGE, CERTAIN MORTGAGE OR LIEN OF DEED OF TRUST ON THE WITHIN PROPERTY, EXECUTED BY T. T. YOUNG AND F. A. REYNOLDS, TO V. I. WITHERSPOON, TRUSTEE, TO SECURE THE AMERICAN TRUST COMPANY A NOTE OF $2500.00 DATED MAY 1ST, 1923, AND DUE IN 3 YEARS AFTER DATE WITH INTEREST.

TO HAVE AND TO HOLD the said tract or parcel of land with the appurtenances, estate, title, and interest thereto belonging, to the said MARY L. WAGGONER, TO HER SOLE AND SEPARATE USE, ETC. HER heirs and assigns, forever. And WE do covenant with the said MARY L. WAGGONER 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 HEREINABOVE STATED.

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 MARY L. WAGGONER, TO HER SOLE AND SEPARATE USE, ETC. HER 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 MARY L. WAGGONER and J. S. YOUNG that if any of said notes shall at any time be unpaid, either in whole or in part, ONE months after maturity, all of the notes shall thereupon become due.

The said MARY L. WAGGONER agree... to keep the BUILDINGS on property conveyed insured to the amount of FOUR THOUSAND AND NO/100 Dollars, payable to the said J. S. YOUNG as collateral security to said notes, and to pay all taxes when due; and the said MARY L. WAGGONER further agree S... that if SHE fail S. to keep the said BUILDING insured or to pay any taxes as agreed, the said J. S. YOUNG, or the lawful holder of said notes, may have the building ... 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 MARY L. WAGGONER shall fail to repay any premium or taxes and interest within TWO months from the payment thereof by the said J. S. YOUNG OR HOLDER such failure shall render all of said notes due at the expiration of such time.

The said MARY L. WAGGONER further agree S... that if said notes become due upon any contingency hereinbefore stated, the said J. S. YOUNG, 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 MARY L. WAGGONER, or HER legal representatives.

The said MARY L. WAGGONER further agree... S... that the said J. S. YOUNG, OR HOLDER OF NOTES may execute the power of sale herein contained without giving bond or taking oath; that the said J. S. YOUNG, 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. S. YOUNG 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. S. YOUNG, and the said MARY L. WAGGONER further agree S... that in the event of a sale of said property under and by virtue of this deed, then the said MARY L. WAGGONER and all persons holding under HER, shall be and become the tenants at will of the purchaser of the same, from and after the execution and delivery of a deed to such purchaser, said tenancy to be determined at the option of said purchaser upon five days written notice.

In Witness Whereof, WE hereunto set OUR signature... this --- day of ----

J. S. YOUNG.
BERTIE YOUNG

As evidence of MY ratification and acceptance of the foregoing terms and conditions, I, MARY L. WAGGONER join herein and subscribe MY name... hereto.

This -- day of --

MARY L. WAGGONER

STATE OF TENNESSEE, WITHERSPOON COUNTY.

Personally appeared before me, KNOX RIDLEY, a Notary Public in and for said County and State, the within named J. S. YOUNG AND WIFE BERTIE YOUNG, the bargainors, with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And BERTIE YOUNG WIFE of the said J. S. YOUNG having appeared before me privately and apart from HER husband, -, the said BERTIE YOUNG, 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 5 day of JUNE 1923.

[Seal] KNOX RIDLEY, Notary Public.

MY TERM EXPIRES JUNE 12, 1925.

U.S.R.S. $2.00
RECEIVED JUNE 22, 1923, 10:21 A.M.

Rec'd for Record the 25th day of June 1923 at 10:30 A.M. and duly recorded in Book 308 Page 280
Witness my hand this 29th day of June 1923
Register
By [illegible] Deputy Register

Now Release See Book 700 Page 480 -