NUMBER 49991. MR.AND MRS.F.B.SHEPARD TO MRS.AND MR.B.S.STONE. RECORDED JULY,5,1923.

FOR AND IN CONSIDERATION of the sum of $3500.00. THIRTY FIVE HUNDRED & NO/100. DOLLARS, paid and to be paid by BARTON STONE AND WIFE,DONIE STONE. as follows: FIVE HUNDRED & NO/100. Dollars cash, the receipt of which is hereby acknowledged, and for the remainder the said BARTON STONE AND WIFE,DONIE STONE. HAVE executed 40 promissory note.S. for THIRTY & NO/100. Dollars each of even date herewith, payable to the order of F.B .SHEPED AND WIFE,MAMIE R.SHEPHERD. and bearing six per cent interest from JUNE,25,1923. with lien retained on the property herein conveyed to secure their payment. The first one of said notes falls due OCTOBER,1,1923. and the other ONE ON THE 1ST OF EACH CONSECUTIVE MONTH thereafter until all are paid.

IN FULL.SAID BARTON STONE & WIFE,DONIE STONE TO ASSUME AND AGREE TO PAY,A MORTGAGE OF $1600. DUE MAY,1,1926 AND BEARING 6% INTEREST FROM OCTOBER 1,1923,THE INTERED ON SAME FROM DATE OF THIS DEED TO OCTOBER,1,1923 BEING ASSUMED BY F.B.SHEPHERD AND WIFE,MAMIE R.SHEPERD,WE,,F.B. SHEPERD AND WIFE,MAMIE R.SHEPERD ,HAV EBARGAINED AND SOLD AND BY THESE PRESENTS DO TRANSFER AND CONVEY UNTO THE SAID BARTON STONE AND WIFE,DONIE STONE,THEIR HEIRS AND ASSIGNS,A CERTAIN TRACT OR PARCEL OF, LAND IN DAVIDSON COUNTY,TENNESSEE,AS FOLLOWS:BEING THE WESTERLY HALF OF LOT NO.189 ON THE PLAN OF THE EDGEFIELD LAND CO'S FIRST SUBDIVISION,AS OF RECORD IN BOOK NO.57,PAGE 130,R.O.D.C.TENNESSEE.SAID WESTERLY HALF OF LOT NO.189 FRONTS 40 FEET ON THE NORTHERLY SIDE OF LONG AVENUE AND RUNS BACK BETWEEN PARALLEL LINES WITH THE EASTERLY MARGIN OF 16TH STREET,150 FEET TO AN ALLEY.BEING PART OF THE SAME PROPERTY CONVEYED TO THE SAID F.B.SHEPHERD AND WIFE, MAMIE R.SHEPHERD,BY DEED OF JAMES G.GRISSIM,JR.AND WIFE,CYNTHIA GRISSIM,OF RECORD IN BOOK 612, PAGE 489,OF THE REGISTER'S OFFICE FOR DAVIDSON COUNTY,TENNESSEE.

TO HAVE AND TO HOLD the said tract or parcel of land with the appurtenances, estate, title, and interest thereto belonging, to the said BARTON STONE AND WIFE,DONIE STONE,THEIR heirs and assigns, forever. And WE, do covenant with the said BARTON STONE AND WIFE,DONIE STONE, 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

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 BARTON STONE AND WIFE,DONIE STONE,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 F.B.SHEPHERD AND WIFE,MAMIE R.SHEPHERD, and BARTON STONE AND WIFE,DONIE STONE, 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.

Paid, with interest to date, as described herein, having been paid in full to ... the lien retained upon the within described property to secure the payment of said note &c. This 26 day of July 1923.
FOURTH & FIRST BANK & TRUST CO.
By ... Cashier

The said BARTON STONE AND WIFE,DONIE STONE, agree to keep the RESIDENCE BUILDING on property conveyed insured to the amount of TWENTY SEVEN HUNDRED FIFTY & NO/100, Dollars, payable to the said F.B.SHEPHERD AND MAMIE R.SHEPHERD, as collateral security to said notes, and to pay all taxes when due; and the said BARTON STONE AND DONIE STONE, further agree that if THEY fail to keep the said RESIDENCE BUILDING, insured or to pay any taxes as agreed, the said F.B.SHEPHERRD & MAMIE R.SHEPHERD, 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 BARTON STONE & DONIE STONE, shall fail to repay any premium or taxes and interest within TWO months from the payment thereof by the said F.B.SHEPHERD & MAMIE R. SHEPHERD, shall render all of said notes due at the expiration of such time.

The said BARTON STONE & DONIE STONE, further agree that if said notes become due upon any contingency hereinabefore stated, the said F.B.SHEPHERD & MAMIE R.SHEPHERD, 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 BARTON STONE AND WIFE, DONIE STONE, or THEIR legal representatives.

The said BARTON STONE AND DONIE STONE, further agree that the said F.B.SHEPHERD & MAMIE R.SHEPHERD, may execute the power of sale herein contained without giving bond or taking oath; that the said F.B.& MAMIE R.SHEPHERD, or the lawful owner of any of the notes herein secured, may bid at any sale under said power; and that if the said F.B.SHEPHERD AND MAMIE R.SHEPHERD, 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 F.B.SHEPHERD AND MAMIE R.SHEPHERD, and the said BARTON STONE & DONIE STONE, further agree that in the event of a sale of said property under and by virtue of this deed, then the said ~~and all persons holding under them, 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 signatureS this 25 day of JUNE, 1923.

F.B.SHEPHERD
MAMIE R.SHEPHERD.

As evidence of OUR ratification and acceptance of the foregoing terms and conditions, WE,BARTON STONE AND WIFE, DONIE STONE, join herein and subscribe OUR name S hereto.

This 25 day of JUNE,1923.

B.S.STONE.
DONIE STONE.

ACKNOWLEDGMENT BEFORE NOTARY PUB LIC.

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, W.E.BEARDEN, a Notary Public in and for said County and State, the within named F.B.SHEPHERD AND WIFE,MAMIE R.SHEPHERD AND BARTON STONE AND WIFE DONIE STONE, the bargainers, with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And MAMIE R.SHEPHERD & DONIE STONE,WIVES, of the said F.B.SHEPHERD & BARTON STONE, having appeared before me privately and apart from THEIR husband S, the said MAMIE R.SHEPHERD,AND DONIE STONE, 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, TENN, Tennessee, this 25 day of JUNE, 192 3.

MY COMMISSION EXPIRES JAN,4,1927. [Seal] W.E.BEARDEN, Notary Public.

U.S.R.S.$2.00.

REC.JUNE,26,1923 AT 10:10 A.M.