NUMBER 50177. F.M. DRAKE JR, ET UX TO THOMAS LEE MCMILLON, ET UX RECORDED JULY, 26, 1923.

FOR AND IN CONSIDERATION of the sum of $2600.00, TWENTY SIX HUNDRED, DOLLARS, paid and to be paid by THOMAS LEE MCMILLON AND WIFE MARY P. MCMILLON, as follows: TWO THOUSAND ($2000.00) Dollars cash, the receipt of which is hereby acknowledged, and for the remainder the said THOMAS LEE MCMILLON AND WIFE MARY P. MCMILLON, HAVE executed THEIR THIRTY (30) promissory notes, for TWENTY ($20.00) Dollars each of even date herewith, payable to the order of F.M. DRAKE AND WIFE FLOY B. DRAKE, 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, THE 23RD DAY 1923, and the others ON OR BEFORE THE 23RD, DAY OF EACH AND EWERY MONTH, thereafter until all are paid.

WE, F.M. DRAKE JR, AND WIFE FLOY B. DRAKE, have bargained and sold, and by these presents do transfer and convey, unto the said THOMAS LEE MCMILLON AND WIFE, MARY P. MCMILLON, THEIR heirs and assigns, a certain tract or parcel of land in DAVIDSON, County, State of Tennessee, as follows:

BEING LOT NO. SIX(6) OF BLOCK NO. SIX(6) CHARLOTTE PARK, COMPANY'S ADDITION TO NASHVILLE, AS OF RECORD IN BOOK NO. 57, PAGES 160 AND 161, OF THE REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENN. SAID LOT NO. 6 FRONTS 50 FEET ON THE NORTHERLY SIDE OF PARK AVENUE (FORMERLY FIRST AVENUE) AND RUNS BACK BETWEEN PARALLEL LINES 150 FEET TO AN ALLEY, AND IS THE SAME PROPERTY THAT WAS CONVEYED BY DEED OF MRS. MATTIE P. BOWLEN, (UNMARRIED) TO F.M. DRAKE JR, AND WIFE, FLOY BELLE DRAKE, ON THE 2ND DAY OF OCT, 1915, SEE DEED OF RECORD IN BOOK NO. 446, PAGE 185, OF THE REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE.

The entire debt secured hereby having been paid, I, the undersigned holder thereof, hereby release the lien on the within described property, held to secure the payment of said debt. This 27th day of Oct — 1924

Attest: [illegible] Deputy Reg.

F.M. Drake Jr.

TO HAVE AND TO HOLD the said tract or parcel of land with the appurtenances, estate, title, and interest thereto belonging, to the said THOMAS LEE MCMILLON AND WIFE MARY P. MCMILLON, THEIR heirs and assigns, forever. And WE, do covenant with the said THOMAS LEE MCMILLON AND WIFE, MARY P. MCMILLON 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 THOMAS LEE MCMILLON AND WIFE MARY P. MCMILLON, 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.M. DRAKE JR, AND WIFE FLOY B. DRAKE, and THOWAS LEE MCMILLON AND WIFE MARY P. MCMILLON, that if any of said notes shall at any time be unpaid, either in whole or in part, TWO(2) months after maturity, all of the notes shall thereupon become due.

The said THOMAS L. AND MARY P. MCMILLON, agree to keep the RESIDENCE on property conveyed insured to the amount of $1500.00, Dollars, payable to the said F.M. DRAKE JR, AND FLOY B. DRAKE, as collateral security to said notes, and to pay all taxes when due; and the said THOMAS L. AND MARY P. MCMILLON, further agree that if THEY fail to keep the said RESIDENCE, insured or to pay any taxes as agreed, the said F.M. DRAKE JR, AND FLOY B. DRAKE, 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 THOMAS L. AND MARY P. MCMILLON, shall fail to repay any premium or taxes and interest within TWO months from the payment thereof by the said F.M. DRAKE, JR AND WIFE, such failure shall render all of said notes due at the expiration of such time.

The said THOMAS LEE MCMILLON AND MARY P. MCMILLON, further agree that if said notes become due upon any contingency hereinbefore stated, the said F.M. DRAKE JR, AND FLOY B. DRAKE, 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 THOMAS LEE MCMILLON AND MARY P. MCMILLON, or THEIR legal representatives.

The said THOMAS LEE MCMILLON AND MARY P. MCMILLON, further agree that the said F.M. DRAKE, JR, AND WIFE FLOY B. DRAKE, may execute the power of sale herein contained without giving bond or taking oath; that the said F.M. DRAKE JR, AND FLOY B. DRAKE, 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.M. DRAKE, JR, AND WIFE FLOY B. DRAKE, 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.M. DRAKE JR, AND WIFE FLOY B. DRAKE, and the said THOMAS L. MCMILLON AND MARY P. MCMILLON, further agree that in the event of a sale of said property under and by virtue of this deed, then the said THOMAS L. MCMILLON AND WIFE, 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 23RD, day of JUNE, 1923.

F.M. DRAKE JR.
FLOY B. DRAKE.

As evidence of OUR ratification and acceptance of the foregoing terms and conditions, WE, THOMAS LEE MCMILLON AND WIFE, MARY P. MCMILLON, join herein and subscribe OUR name, S hereto.

This 23RD day of JUNE, 1923.

THOMAS LEE MCMILLON.
MARY P. MCMILLON.

ACKNOWLEDGMENT BEFORE NOTARY PUBLIC.

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, FRED K. JONES, a Notary Public in and for said County and State, the within named F.M. DRAKE JR, AND WIFE FLOY B. DRAKE AND THOMAS LEE MCMILLON AND WIFE MARY P. MCMILLON, the bargainor, S, with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And FLOY B. DRAKE AND MARY P. MCMILLON, WIVES, of the said F.M. DRAKE JR, AND THOMAS LEE MCMILLON, having appeared before me privately and apart from THEIR husband, S, the said FLOY B. DRAKE AND MARY P. MCMILLON, 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 16TH day of JULY, 192 3.

[Seal] FRED K. JONES, Notary Public.

U.S.R.S. $3.00.
REC. JULY, 18, 1923 AT 8:22 A.M.