ACKNOWLEDGED THAT HE EXECUTED THE WITHIN INSTRUMENT FOR THE PURPOSES THEREIN CONTAYNED.

WITNESS MY HAND AND OFFICIAL SEAL THIS THE FIRST DAY OF FEBRUARY, 1923.

(SEAL) W. B. PAUL, NOTARY PUBLIC IN AND FOR DAVIDSON COUNTY, TENN.

RECEIVED FEB. 5, 1923 AT 11:24 A. M.

NUMBER 44632 RECORDED FEB. 8, 1923.

TENNIE GORDON,

TO

T. H. JAMES ET UX.

FOR AND IN CONSIDERATION OF THE SUMOF $1400.00 FOURTEEN & NO/100 DOLLARS PAID AND TO BE PAID AS HEREINAFTER STATED, I TENNIE GORDON A WIDOW, OF TONEY GORDON DECEASED DO HEREBY CONVEY TO T. H. JAMES AND WIFE WILLIE B. JAMES A CERTAIN PARCEL OF REAL ESTATE, SITUATE IN DAVIDSON COUNTY, TENNESSEE AND FURTHER DESCRIBED AS FOLLOWS:

BEING THE SOUTHERLY 33-1/3 FEET OF LOT NO. 128 ON THE PLAN OF MCGAVOCK WETMORE, AND OTHERS SECOND ADDITION TO NASHVILLE, CALLED THE ADDITION TO THE TOWNOF MCGAVOCK AS OF RECORD IN BOOK NO. 21, PAGE 41, R.O.D.C. TENN. SAID SOUTHERLY PART OF SAID NO. 128 FRONTS 33-1/3 FEET ON THE EASTERLY SIDE OF 12TH AVE. NORTH, FORMERLY FLORENCE STREET, AND RUNS BACK BETWEEN PARALLEL LINES 154 FEET TO AN ALLEY.

BEING THE SAME PROPERTY WHICH TONEY & TENNIE GORDMAN BOUGHT FROM OVEL BUMPASS & WIFE AMANDA BUMPAS OF RECORD IN BOOK 428, PAGE NO. 2, R.O.D.C. TENNESSEE.

THE SAID CONVEYEE HAVE PAID $100.00 ONE HUNDRED DOLLARS OF SAID CONSIDERATION IN CASH, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, AND FOR THE BALANCE HAVE EXECUTED 93 NOTES TO MRS. TENNIE GORDON ($92) EACH FOR $14.00 & ONE FOR $12.00 DOLLARS, DATED FEB. 3RD, 1923, THE FIRST OF WHICH IS PAYABLE ON 3RD MARCH, 1923, AND ONE OF WHICH IS PAYABLE AT THE EXPIRATION OF EVERY MONTH THEREAFTER UNTIL ALL MATURE. TO SECURE ALL OF SAID NOTES A LIEN ON THE PROPERTY HEREIN CONVEYED IS HEREBY RESERVED.

THE SAID TENNIE GORDON HEREBY COVENANTS THAT SHE SEIZED ANDPOSSESSED OF SAID REAL ESTATE, HAS THE RIGHT TO CONVEY, AND THAT THE SAME IS UNINCUMBERED, AND WARRANT THETITLE AGAINST THE CLAIMS OF ALL PERSONS; BUT THIS CONVEYANCE IS UPON THE FOLLOWING CONDITIONS WHICH ARE A PART OF THE CONSIDERATION HEREOF, WITHOUT WHICH THIS CONVEYANCE WOULD NOT BE MADE, VIZ:

IT IS EXPRESSLY AGREED BY AND BETWEEN THE SAID TENNIE GORDON AND THOS. H. AND WILLIE B. JAMES THAT IF ANY OF SAID NOTES SHALL AT ANY TIME BE UNPAID, EITHER IN WHOLE OR IN PART, THREE MONTHS AFTER MATURITY, ALL OF THE NOTES SHALL THEREUPON BECOME DUE.

THE SAID THOS. H. & WILLIE JAMES AGREE TO KEEP THE HOUSE ON THE PROPERTY CONVEYED INSURED TO THE AMOUNT OF $1000.00 ONE THOUSAND DOLLARS, PAYABLE TO THE SAID TENNIE GORDON, AS COLLATERAL SECURITY TO SAID NOTES, AND TO PAY ALL TAXES WHEN DUE; AND THE SAID THOS. H. & WILLIE B. JAMES FURTHER AGREE THAT IF THEY FAIL TO KEEP THE SAID HOUSE INSURED, OR TO PAY ANY TAXES AS AGREED, THE SAID TENNIE GORDON, OR THE LAWFUL HOLDER OF SAID NOTES MAY HAVE THE BUILDINGS INSURED, OR MAY PAY THE TAXES, ANDIN 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 THOS. H. & WILLIE B. JAMES SHALL FAIL TO REPAY ANY PREMIUM OR TAXES AND INTEREST WITHIN TWO MONTHS FROM THE PAYMENT THEREOF BY THE SAID TENNIE GORDON OR BY THE HOLDER OF THE NOTES, SUCH FAILURE SHALL RENDER ALL OF SAID NOTES DUE AT THE EXPIRATION OF SUCH TIME.

THE SAID THOS. H. & WILLIE B. JAMES FURTHER AGREE THAT IF SAID NOTES BECOME DUE UPON ANY CONTINGENCY HEREINBEFORE STATED, THE SAID TENNIE GORDON 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 EXPENSES INCIDENT TO ADVERTISING AND SELLING, INCLUDING REASONABLE ATTORNEY'S FEES; THIRD, TO THE SATISFACTION OF THE INDEBTEDNESS SECURED BY SAID VENDOR'S LIEN; AND LAST, ANY BALANCE SHALL BE PAID TO THE SAID THOS. H. & WILLIE B. JAMES OR THEIR LEGAL REPRESENTATIVES.

THE SAID THOS. H. & WILLIE B. JAMES FURTHER AGREES THAT THE SAID POWER OF SALE MAY BE EXECITED WITHOUT GIVING BOND OR TAKING OATH;THAT THE SAID TENNIE GORDON OR THE LAWFUL OWNER OF ANY OF THE NOTES HEREIN SECURED, MAY BID AT ANY SALE UNDER SAID POWER; AND THAT IF THEPERSON WHO MAKES THE SALE BECOMES THEPURCHASER, THE PERSON HOLDING THE OFFICE OF COUNTY COURT CLERK FOR SAID COUNTY SHALL HAVE AUTHORITY TO CONVEY THEPROPEPTY TO THE PURCHASER. AND THE SAID THOS H. & W. B. JAMES FURTHER AGREE THAT, IN THE EVENT OF A SALE UNDER THE POWER HEREIN RESERVED, THEY OR ANY OTHERPERSON OR PERSONS HOLDING THROUGH OR UNDER THEM SHALL THEREUPON AT ONCE BECOME THE TENANT AT WILL OF THE PURCHASER, SUBJECT TO REMOVAL BY PROCESS OF UNLAWFUL DETAINER, AND THAT HE OR THEY WILL PAY THEPURCHASERTHE REASONABLE RENTAL VALUE OF THE PREMISES FOR THE TIME INTERVENING BETWEEN THE SALE AND TAKINGPOSSESSION, AND THAT HE OR THEY WILL AT ANY TIME GIVE POSSESSION ON DEMAND OF THE PURCHASER.

IN WITNESS WHEREOF, I, SAID CONVEYOR, HEREUNTO SET MY SIGNATURE, THIS 5 DAY OF FEB.,1923,

TENNIE GORDON

T..

AS EVIDENCE OF OUR RATIFICATION AND ACCEPTANCEOF THE FOREGOING TERMS AND CONDITIONS, WE THOS. H. JAMES & WIFE WILLIE B. JAMES JOIN HEREIN, AND SUBSCRIBE OUR NAMES HEPETO, THIS 5 DAY OF FEB., 1923.

THOS. H. JAMES,

WILLIE B. JAMES.

STATE OF TENNESSEE,

DAVIDSON COUNTY, acknowledgement Before Notary Public

PERSONALLY APPEARED BEFORE ME, W. D.HAWKINS, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, THE WITHIN NAMED TENNIE GORDON, THOS. H. JAMES & WIFE WILLIE B. JAMES THE BARGAINORS, WITH WHOM I AM BERSONALLY ACQUAINTED, AND WHO ACKNOWLEDGED THAT THEY EXECUTED THE WITHIN INSTRUMENT FOR THEPURPOSES THEREIN CONTAINED.

AND WILLIE B. JAME'S, WIFE OF THESAID THOS. H. JAMES, HAVING APPEARED BEFORE ME PRIVATELY AND APART FROM HER HUSBAND, THE SAID WILLIE B. JAME'S ACKNOWLEDGED THE EXECUTION OF THE SAID INSTRUMENT TO HAVE BEEN CONE BY HER FREELY, VOLUNTARILY, AND UNDERSTANDINGLY, WITHOUT COMPULSION OR CONSTRAINT FROM HER SAID HUSBAND, AND FOR THE PURPOSES THEREIN EXPRESSED.

WITNESS MY HAND ANDOFFICIAL SEAL AT NASHVILLE, TENNESSEE, THIS 5 DAY OF FEBRUARY,1923.

USRS. $1.50 (SEAL) W. D. HAWKINS, NOTARY PUBLIC.

RECEIVED FEB. 5, 1923 AT 1:26 P. M.

NUMBER 44640 RECORDED FEB. 8, 1923.

ALEXANDER BENNIE CO.

TO BOND

CITY OF NASHVILLE.

KNOW ALL MEN BY THESE PRESENTS: THAT WE ALEXANDER BENNIE & COMPANY, INC., PRINCIPAL, ARE HELD AND FIRMLY BOUND, JOINTLY AND SEVERALLY, TO THE CITY OF NASHVILLE, AND DO HEREBY, FOR THE SECURITY OF THIS BOND, BIND THE PROPERTY HEREINAFTER DESCRIBED FOR ANY LIABILITY THAT MAY ACCRUE UNDER THE TERMS OF THIS BOND, HEREINAFTER EXPRESSED, IN THE SUM OF FIVE THOUSAND AND NO/100 ($5,000.00) DOLLARS FOR WHICH PAYMENT WELL AND TRUGY TO BE MADE, WE BINDOURSELVES, OUR HEIPS,

Release of 2-34-0 #551