NUMBER 48918 RECORDED JUNE 1923.

EUGENE V. PARTINGTON ETUX.,

TO CHARLEY ASBERRY RUSSELL ET UX.

FOR AND IN CONSIDERATIONOFTHE SU M OFTHIRTY SEVEN HUNDRED & FIFTY ($3750.00) DOLLARS, PAID AND TO BE PAID BY CHARLEY ASBERRY RUSSELL AND WIFE, FANNIE MAY RUSSELL, AS FOLLOWS:

FIVE HUNDRED ($500.00) DOLLARS IN CASH, THERECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, AND FOR THE REMAINDER OF THEPURCHASE PRICE THE SAID CHARLEY ASBERRY RUSSELL AND WIFE, FANNIE MAY RUSSELL HAVE EXECUTED AND DELIVERED THEIR 65 LIENPROMISSORY NOES THE FIRST FOUR OF WHICH ARE FOR THE SUM OF $37.50 EACH, THE NEXT 60 FOR THE SUM OF $35.00 EACH, AND THELAST NOTE FOR THE SUM OF $1000.00. THE FIRST ONE OF SAID SERIES O F 65 NOTES WILL BE DUE AND PAYABLE JUNE 15TH,1923, AND THE OTHERS, ONE ON THE 15TH DAY OF EACH AND EVERY SUCCEEDING MONTH RESPECTIVELY THEREAFTER UNTIL ALL ARE PAID, AND BEAR INTEREST AT THE RATE OF 6% PER ANNUM, THE INTEREST ON THE $1000.00 NOTE ABOVE MENTIONED IS TO BE PAID SEMI-ANNUALLY. ALL OF SAID NOTES ARE PAYAVLE TO THE ORDER OF EUGENE V. PARTINGTON.

A VENDOR'S LIEN IS HEREBY EXPRESSLY RETAINED ON THE WITHIN CONVEYEDPROPERTY TO SECURE THE PAYMENT OF SAID NOTES AND INTEREST.

WE EUGENE V. PARTINGTON AND WIFE, MARY S. PARTINGTON, HAVE BARGAINED AND SOLD AND BY THESE PRESENTSDO TRANSFER AND CONVEY UNTO THE SAID CHARLEY ASBERRY RUSSELL AND WIFE, FANNIE MAY RUSSELL, THEIR HEIRS AND ASSIGNS, A CERTAIN TRACT OR PARCEL OF LAND ON DAVIDSON COUNTY, STATE OF TENNESSEE, AS FOLLOWS:

BEING LOT NO. 21 ON THE MAP OF THE MCLESTER ADDITION TO NOLEN HEIGHTS, AS OF RECORD IN BOOK NO. 421, PAGE 92, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE. SAID LOT NO. 21 FRONTS 50 FEET ON THE SOUTHERLY SIDE OF MCCALL STREET, AND RUNS BACK BETWEEN PARALLEL LINES 150 FEET TO AN ALLEY, AND BEING THE SAME PROPERTY CONVEYED TO EUGENE V. PARTINGTON AND WIFE, MARY S. PARTINGTON, BY DEED FROM MCLESTER AND COMPANY, AS OF RECORD IN BOOK NO. 534, PAGE 171, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE, TO WHICHREFERENCE ISHERE MADE.

TO HAVE AND TO HOLDTHE SAID TRACT OR PARCEL OF LAND, WITH THE APPURTENANCES, ESTATE, TITLE AND INTEREST THERETO, BELONGING TO THE SAID CHARLEY ASBERRY RUSSELL, AND WIFE, FANNIE MAY RUSSELL, THEIR HEIRS AND ASSIGNS, FOREVER. AND WE DO COVENANT WITH THE SAID CHARLEY ASBERRY RUSSELL AND WIFE, FANNIE MAY RUSSELL, THAT WE ARE LAWFULLY SEIZED AND POSSESSED OF SAID LAND IN FEE SIMPLE, HAVE A GOOD RIGHT TO CONVEY IT, AND THE SAME ISUNINCUMBERED, EXCEPT AS TO THE TAXES FOR THE YEAR,1923, WHICH ARE TO BE PRORATED FROM THE DATE OF THIS INSTRUMENT.

AND WE DO FURTHER COVENANT AND BIND OURSELVES, OUR HEIRS AND REPRESENTATIVES TO WARRANT AND FOREVERDEFEND THE TITLE TO THE SAID LAND TO THE SAID CHARLEY ASBERRY RUSSELL AND WIFE, FANNIE MAY RUSSELL, 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;

IT IS EXPRESSLY AGREED BY AND BETWEEN THE SAID EUGENE V. PARTINGTON AND WIFE, MARY S. PARTINGTON AND CHARLEY ASBERRY RUSSELL AND WIFE, FANNIE MAY RUSSELL THAT IF ANY OF SAID NOTES SHALL AT ANY TIME BE UNPAID, EITHER IN WHOLE OR INPART, TWO MONTHS AFTER MATURITY, ALL OF THE NOTES SHALL THEREUPON BECOME DUE.

THE SAID CHARLEY ASBERRY RUSSELL AND WIFE, FANNIE MAY RUSSELL, AGREE TO KEEP THE BUILDINGS ON THE PROPERTY CONVEYED INSURED TO THE AMOUNT OF $2000.00 PAYABLE TO THE SAID EUGENE V. PARTINGTON AND MARY S. PARTINGTON AS COLLATERAL SECURITY TO THE SAID NOTES, AND TO PAY ALL TAXES WHENN DUE; AND THE SAID CHARLEY ASBERRYRUSSELL AND WIFE, FANNIE MAY RUSSELL, FURTHER AGREE THAT IF THEY FAIL TO KEEP THE SAID BUILDINGS INSURED, OR TO PAY ANY TAXES AS AGREED, THE SAID EUGENE V. PARTINGTON, OR THE LAWFUL HOLDER OF SAID NOTES, MAY HAVE THE BUILDINGS 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 THEDATE OF PAYMENT. IF THE

The entire debt secured herein having been paid in full to the lawful owner...and holder...thereof, I hereby release the lien on the within described property, held to secure the payment of said debt. This ___ day of ___ 1931.
Attest: ___ Deputy Register.

SAID CHARLEY ASBERRY RUSSELL AND WIFE, FANNIE MAY RUSSELL SHAL FAIL TO REPAY ANY PREMIUM OR TAXES AND INTEREST WITHIN TWO MONTHS FROM THE PAYMENT THEREOF BY THE SAID EUGENE V. PARTINGTON, SUCH FAILURE SHALL RENDER ALL OF SAIDNOTES DUE AT THE EXPIRATIONOF SUCH TIME.

THE SAID CHARLEY ASBERRYRUSSELL AND WIFE, FANNIE MAY RUSSELL FURTHER AGREE THAT IF SAID NOTES BECOME DUE UPON AN Y CONTINGENCY HEREINBEFORE STATED, THE SAID EUGENE V. PARTINGTONOR THELAWFUL HOLDER 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 THE 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 THEPURCHASER AND TO APPLY THEPROCEEDS 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 SATISFACTIONOF THE INDEBTEDNESS SECURED BY SAID VENDOR'S LIEN, AND LAST, ANY BALANCE SHALL BE PAID TO THE SAID CHARLEY ASBERRY RUSSELL AND WIFE, FANNIE MAY RUSSELL, OR THEOR LEGAL REPRESENTATIVES.

THE SAID CHARLEY ASBERRY RUSSELL AND WIFE, FANNIE MAY RUSSELL, FURTHER AGREE THAT THE SAID EUGENE V. PARTINGTON, MAY EXECUTE THE POWER OF SALE HEREIN CONTAINED, WITHOUT GIVING BOND OR TAKING OATH; THAT THE SAID EUGENE V. PARTINGTON OR THE LAWFUL HOLDER OF ANY OFTHENOTES HEREIN SECURED MAY BID AT ANY SALE UNDER SAID POWER; THAT IF THE SAID EUGENE V. PARTINGTON OR THELAWFUL HOLDER OF ANY OFSAID NOTES BECOMES THE PURCHASER, THE PERSON HOLDING OFFICE OF COUNTY COURT CLERK FOR SAID COUNTY, SHALL HAVE AUTHORITY TO CONVEY THE PROPERTY TO THE SAIDPURCHASER, AND THE SAID CHARLEY ASBERRY RUSSELL AND WIFE, FANNIE MAY RUSSELL FURTHER AGREE THAT THE PURCHASER MAY RE-ENTER AND TAKE POSSESSION OF THE PROPERTY WITHOUT HINDRANCE OR DELAY.

AND THE SAID CHARLEY ASBERRY RUSSELL AND WIFE, FANNIE MAY RUSSELL WILL BECOME TENANT AT WILL OF THE PURCHASERFROM AND AFTER DATEOF SALE.

IN WITNESS WHEREOF, WE HEREUNTOSET OUR SIGNATURES, THIS THE 15TH DAY OF MAY,1923.

EUGENE V. PARTINGTON,
MARY S. PARTINGTON.

AS EVIDENCE OF OUR RATIFICATION AND ACCEPTANCE OF THE FOREGOING TERMS AND CONDITIONS, WE JOIN HEREIN AND SUBSCRIBE OUR NAMES HERETO.

CHARLEY ASBERRY RUSSELL,
FANNIE MAY RUSSELL

STATE OF TENNESSEE,

COUNTY OF DAVIDSON.

PERSONALLY APPEARED BEFORE ME, MAX BENZ, JR., A NOTARYPUBLIC, IN AND FOR SAID COUNTY AND STATE, THE WITHIN NAMED EUGENE V. PARTINGTON AND WIFE, MARY S.PARTINGTON, AND CHARLEY ASBERRY RUSSELL AND WIFE, FANNIE MAY RUSSELL, THE BARGAINORS, WITH WHOM I AM PERSONALLY ACQUAINTED, AND WHO ACKNOWLEDGED THAT THEY EXECUTED THE WITHIN INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED.

AND MARY S. PARTINGTON AND FANNIE MAY RUSSELL, WIFES OF THE SAID EUGENE V. PARTINGTON AND CHARLEY ASBERRY RUSSELL, RESPECTIVELY, HAVING APPEARED BEFORE ME PRIVATELY AND APART FROM THEIR HUSBANDS, THE SAID EUGENE V. PARTINGTON AND CHARLEY ASBERRY RUSSELL, THE SAID MARY S. PARTINGTON AND FANNIE MAY RUSSELL ACKNOWLEDGED THE EXECUTIONOF THE SAID INSTRUMENT TO HAVE BEEN DONE BY THEM FREELY, VOLUNTARILY AND UNDERSTANDINGLY, WITHOUT COMPULSION OR CONSTRAINT FROM THEIR SAID HUSBANDS, AND FOR THE PURPOSES THEREIN EXPRESSED.

WITNESS MY HAND AND OFFICAL SEAL AT NASHVILLE, TENNESSEE, THIS THE 19TH DAY OF MAY,1923.

(SEAL) MAX PENZ, JR., NOTARYPUBLIC.

USRS $4.00
MY COMMISSION EXPIRES APR. 5,1925.
RECEIVED JUNE 12,1923 AT 12:00 P. M.