NUMBER 52677 RECORDED SEPT. 29,1923.

M. B. CLEMENTS ET UX.,

TO

WAS. H. HEAD, ET UX.

FOR AND IN CONSIDERATIONOF THE SUM OF THIRTY FIVE HUNDRED & NO/100 ($3500.00) DOLLARS, PAID AND TO BE PAID BY JAMES H. HEAD AND WIFE, ODETTE HEAD, AS FOLLOWS: FIVE HUNDRED & NO/100 ($500.00) DOLLARS CASH, THERECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, AND FOR THE REMAINDER , THE SAID JAMES H. HEAD AND WIFE ODETTE HEAD HAVE EXECUED AND DELIVERED THEIR EIGHTY SIX (86) PROMISSORY NOTES OF EVEN DATE HEREWITY, PAYABLE TO THE ORDER OF M. B. CLEMENTS AND WIFE FANNIE P. CLEMENTS, THE FIRST ONE OF SAID NOTES BEING FOR FORTY NINE & 87/100 DOLLRS AND EACH SUCCEEDING NOTE RESPECTIVELY THEREAFTER BEING FOR AN AMOUNT OF SEVENTEEN AND ONE HALF CENTS (17½CTS) LESS THAN THE PRECEEDING NOTE; THEFIRST NOTE FALLING DUE JULY 5TH,1923, AND THEOTHERS MONTHLY RESPECTIVELY THEREAFTER UNTIL ALL MATURE, AND NONE OF SAID SERIES OF EIGHTY SIX (86) NOTESBEAR INTEREST EXCEPT AFTER MATURITY, THE INTEREST BEING COMPUTED AND ADDED INTO THE FACE OF EACH NOTE, WITH LIEN RETAINEDON THE PROPERTY HEREIN CONVEYED TO SECURE THEIR PAYMENT, WE, M. B. CLEMENTS AND WIFE FANNIE P. CLEMENTS HAVE BARGAINED AND SOLD, ANDBY THESE PRESENTS DO TRANSFER AND CONVEY TO THE SAID JAMES H. HEAD AND WIFE ODETTE HEAD, THEIR HEIRS AND ASSIGNS, A CERTAIN TRACTOR PARCEL OF LAND IN DAVIDSON COUNTY, STATE OF TENNESSEE, AS FOLLOWS:

LOTS NOS. 30, 31, AND 32 IN PLEASANT VIEW SUBDIVISION, OF MRS. MCCOMBS,PROPERTY, A PLAN OF WHICH IS OF RECORD IN BOOK NO. 421,PAGE 134, R.O.D.C., TENNESSEE.

SAID LOTS NOS. 30, 31, AND 32 FRONT FIFTY (50) FEET EACH ON THE SOUTHERLY SIDE OF MCCOMBS STREET, AND RUNS BACK BETWEEN PARALLEL LINES ONE HUNDRED & SEVENTY FOUR (174) FEET TO AN ALLEY BEING THE SAME PROPERTY CONVEYED TO US BY DEED OF MRS. EMMA C. MCCOMBS, AS OF RECORD IN BOOK NO. 579, PAGE 136, R.O.D.C., TENNESSEE. TO WHICH REFERENCE IS HEREBY MADE.

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT JAMES H. HEAD AND WIFE, ODETTE HEAD, WILL NOT SELL CONVEY OR LEASE THE SAID PROPERTYOR ANY PART THEREOF,TO BE OCCUPIED BY ANY PERSONS OF AFRICAN BLOOD OR DESCENT, BUT THIS SHALL NOT BE CONSTRUED TO PREVENT OCCUPANCY OF SERVANT'S HOUSES ON THE PREMISES BY THE OWNERS SERVANTS IN THAT CAPACITY ONLY;THESE COVENANTS AND AGREEMENTS ARE EXPRESSED COVENANTS WHICH RUN WITH THE LAND AND SHALL BE BINDING UPON THE PURCHASER SUCCEEDING TO THE LAND; AND IT IS EXPRESSLY UNDERSTOOD THAT A BREACH THEREOF, WILL WORK A FORFEITURE WITHOUT NOTICE TO THEPURCHASER, HOLDER OR OWNER AND WILL OPERATE TO CAUSE THE TITLE TO THE PROPERTY TO REVERT AT ONCE TO MRS. EMMA C. MCCOMBS, HER SUCCESSORS OR ASSIGNS.

TO HAVE AND TO HOLD THE SAID TRACT OR PARCEL OF LAND, WITH THE APPURTENANCES, ESTATE, TITLE AND INTEREST THERETO BELONGING, TO THE SAID JAMES H. HEAD AND WIFE ODETTE HEAD, THEIR HEIRS AND ASSIGNS, FOREVER. AND WE DO COVENANT WITH THE SAID JAMES H. HEAD AND WIFE ODETTE HEAD THAT WE ARE LAWFULLY SEIZED AND POSSESSED OF SAID LAND IN FEE SIMPLE, HAVE A GOOD RIGHT TO CONVEY IT, AND THE SAME IS UNINCUMBERED.

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 JAMESH. HEAD AND WIFE ODETTE HEAD, THEIR HEIRS AND ASSIGNS,AGAINST THE LAWFUL CLAIMS OF ALLPERSONS WHOMSOEVER.

BUT THIS CONVEYANCE IS UPON THE FOLLOWING CONDITIONS, WHICH ARE A PART OF THE CONSIDERATION THEREOF, WITHOUT WHICH THIS CONVEYANCEE WOULD NOT HAVE BEEN MADE, VIZ:

IT IS EXPRESSLY AGREED BY AND BETWEEN THE SAID M. B. CLEMENTS AND WIFE FANNIE P. CLEMENTS AND JAMES H. HEAD AND WIFE ODETTE HEAD THAT IF ANY OF SAID NOTES SHALL AT ANY TIME BE UNPAID IN WHOLE OR IN PART , THREE MONTHS AFTER MATURITY, ALL OF THE NOTES SHALL THEREUPON BECOME DUE.

THE SAID JAMES H. HEAD AND WIFE ODETTE HEAD AGREE TO KEEP THE IMPROVEMENTS ON PROPERTY CONVEYED

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 24 day of Oct 1930.
Attest: D. M. Mincy Deputy Register.

M. B. Clements to Wm. B. Johnson

INSURED TO THE AMOUNT OF TWO THOUSAND & NO/100 ($2000.00) DOLLARS, PAYABLE TO THE SAIDM. B. CLEMENTS AND WIFE AS COLLATERAL SECURITY TO SAID NOTES, AND TO PAY ALL TAXES WHEN DUE; AND THE SAID JAMES H. HEAD AND WIFE FURTHER AGREE THAT IF THEY FAIL TO KEEP THE IMPROVEMENTS INSURED, OR TO PAY ANY TAXES AS AGREED, THE SAID M. B. CLEMENTS AND WIFE, 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 THE DATE OF PAYMENT. IF THE SAID JAMES H. HEAD AND WIFE, SHALL FAIL TO REPAY ANY PREMIUM OR TAXES AND INTEREST WITHIN TWO MONTHS FROM THE PAYMENT THEREOF BY THE SAID M. B. CLEMENTS AND WIFE, SUCH FAILURE SHALL RENDER ALL OF SAID NOTES DUE AT THE EXPIRATIONOF SUCH TIME.

THE SAIDJAMES H. HEAD AND WIFE FURTHER AGREESTHAT IF SAID NOTES BECOME DUE UPON ANY CONTINGENCY HEREINBEFORE STATED, THE SAID M. B. CLEMENTS AND WIFE, OR 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 THE PROCEEDS OF SALE-

FIRST, TO THE PAYMENT OF ANY TAXES THAT MAY BE A LIENON 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 LINE; AND LAST, ANY BALANCE SHALL BE PAID TO THE SAID JAMES H. HEAD AND WIFE, OR THEIR LEGAL REPRESENTATIVES.

THE SAIDJAMES H. HEAD AND WIFE FURTHER AGREE THAT THE SAID M. B. CLEMENTS AND WIFE MAY EXECUTE THE POWER OF SALE HEREIN CONTAINED WITHOUT GIVING BOND OR TAKING OATH; THAT THE SAID M. B. CLEMENTS AND WIFE, OR THE LAWFUL OWNER OF ANY OF THE NOTES HEREINSECURED, MAY BID AT ANY SALE UNDER SAID POWER, AND THAT IF THE SAID M. B. CLEMENTS AND WIFE BECOMES THE PURCHASER, THE PERSON HOLDING THE OFFICE OF COUNTY COURT CLERK FOR SAID COUNTY, SHALL HAVE AUTHORTIY TO CONVEY THE PROPERTY, TO THE SAID M. B. CLEMENTS AND WIFE, AND THE SAID JAMES H. HEAD AND WIFE FURTHER AGREE THAT IN THE EVENT OF A SALE OF SAID PROPERTY UNDER AND BY VIRTUE OF THIS DEED, THEN THE SAIDJAMES H. HEAD AND WIFE AND ALL PERSONS HOLDING UNDER THEM SHALL BE AND BECOME 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 THE 5TH DAY OF JUNE 1923,

M.B.CLEMENTS

FANNIE P.CLEMENTS

AS EVIDENCE OF OUR RATIFICATION AND ACCEPTANCE OF THE FOREGOING TERMS AND CONDITIONS,WE , JAMES H.HEAD AND WIFE ODETTE HEAD,JOIN HEREIN,AND SUBSCRIBE OUR NAMES HERETO,THIS THE 5TH DAY OF JUNE 1923.

JAMES H.HEAD

ODETTE HEAD

STATE OF TENNESSEE DAVIDSON COUNTY.

PERSONALLY APPEARED BEFORE ME, D.M.MINCY A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, TH WITHIN NAMED M.B. CLEMENTS AND WIFE FANNIE P.CLEMENTS AND JAMES H.HEAD AND WIFE ODETTE HEAD, TH BARGAINORS, WITH WHOM I AM PERSONALLY ACQUAINTED,AND WHO ACKNOWLEDGED THAT THEY EXECUTED THE WITHIN INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED.

AND FANNIE P.CLEMENTS AND ODETTE HEAD,WIVES OF THE SAID M.B. CLEMENTS AND JAMES H.HEAD, HAVING APPEARED BEFORE ME,PRIVATELY AND APART FROM THEIR HUSBANDS, THE SAID FANNIE P.CLEMENTS AND ODETTE HEAD ACKNOWLEDGED THE EXECUTION OF 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.