NUMBER 54291. OPHELIA H.ALLEN,ET AL. TO E. G.KIRKPATRICK,ET UX RECORDED NOV.6,1923.

FOR AND IN CONSIDERATION of the sum of NINETEEN HUNDRED($1900.00). DOLLARS, paid and to be paid by E.G.KIRKPATRICK & WIFE ETHEL KIRKPATRICK, as follows: TEN. Dollars cash, the receipt of which is hereby acknowledged, and for the remainder the said E.G.KIRKPATRICK,AND WIFE,ETHEL KIRKPATRICK,

HAVE executed SIXTY FIVE promissory note S W ONE FOR $290. AND 64 FOR $25.00, Dollars each of even date herewith, payable to the order of OPHELIA H.ALLEN,JORDAN ,N.Y. , and bearing six per cent interest from MATURITY ONLY. ,with lien retained on the property herein conveyed to secure their payment. The first one of said notes falls due ON OR BEFORE OCT.1ST.1923. , and the others ON THE FIRST OF EACH SUCCEESSIVE MONTH $290. NOTE OCT.1ST.1924. thereafter until all are paid. OPHELIA H.ALLEN AND HUSBAND,HOUSTON T.ALLEN.

have bargained and sold, and by these presents do transfer and convey, unto the said E.G.KIRKPATRICK AND WIFE ETHEL KIRKPATRICK,THEIR heirs and assigns, a certain tract or parcel of land in DAVIDSON. County, State of Tennessee, as follows:

BEING LOT NO.61 IN PAYNE BLAKEMORE AND CUMMINS,ADDITION TO NASHVILLE,TENNESSEE,FRONTING 50 FEET ON THE EASTERLY SIDE OF 12TH STREET AND RUNNING BACK 161 FEET TO AN ALLEY AND BEING THE SAME PROPERTY CONVEYED TO THE SAID OPHELIA H.ALLEN BY DEED OF NELLIE STERN SKALOWSKI, BOOK 476,PAGE 549,REGISTER'S OFFICE,DAVIDSON COUNTY,TENN.

The entire debt secured herein having been paid in full to me I the lawful owner and holder of the lien on the within described property, hereby release payment of said debt. This 2 day of Nov 1923

Attest: J. O. Wilkerson Deputy Register

TO HAVE AND TO HOLD the said tract or parcel of land with the appurtenances, estate, title, and interest thereto belonging, to the said E.G.KIRKPATRICK AND WIFE ETHEL KIRKPATRICK, heirs and assigns, forever. And WE, do covenant with the said E.G.KIRKPATRICK,AND WIFE,ETHEL KIRKPATRICK, 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, heirs and representatives to warrant and forever defend the title to said land to the said E.G.KIRKPATRICK AND WIFE,ETHEL KIRKPATRICK, 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 OPHELIA H.ALLEN AND HUSBAND,HOUSTON T.ALLEN, and E.G.KIRKPATRICK AND WIFE ETHEL KIRKPATRICK, 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.

Sentinel Co 10-27

The said E.G.KIRKPATRICK AND WIFE ETHEL KIRKPATRICK, agree to keep the FIRE INSURANCE ON THE DWELLING HOUSE on property conveyed thereof to the amount of FIFTEEN HUNDRED DOLLARS. Dollars, payable to the said OPHELIA H.ALLEN, as collateral security to said notes, and to pay all taxes when due; and the said E.G.KIRKPATRICK AND WIFE ETHEL KIRKPATRICK, further agree that if THEY fail to keep the said DWELLING HOUSE, insured or to pay any taxes as agreed, the said OPHELIA H.ALLEN OR H.T.ALLEN, 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 KIRKPATRICK AND WIFE, shall fail to repay any premium or taxes and interest within THREE months from the payment thereof by the said OPHELIA H.ALLEN OR HUSBAND,H.T.ALLEN, such failure shall render all of said notes due at the expiration of such time.

The said KIRKPATRICK AND WIFE ETHEL further agree that if said notes become due upon any contingency hereinbefore stated, the said OPHELIA H.ALLEN OR H.T.ALLEN, 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 contingency south door of the Courthouse in Nashville, Tenhessee, 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 E.G.KIRKPATRICK OR WIFE ETHEL KIRKPATRICK, or THEIR legal representatives.

The said E.G.KIRKPATRICK,AND WIFE ETHEL KIRKPATRICK, further agree that the said OPHELIA H.ALLEN,OR HOUSTON T.ALLEN, may execute the power of sale herein contained without giving bond or taking oath; that the said OPHELIA H.ALLEN OR HOUSTON T.ALLEN, or the lawful owner of any of the notes herein secured, may bid at any sale under said power; and that if the said OPHELIA H.ALLEN,OR HOUSTON T.ALLEN, 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 OPHELIA H.ALLEN OR HOUSTON T.ALLEN, and the said E.G.KIRKPATRICK AND ETHEL KIRKPATRICK further agree that in the event of a sale of said property under and by virtue of this deed, then the said purchaser may re-enter and take possession of the property without hindrance or delay and the said will become tenant at will of the purchaser from and after day of sale, 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.

That the purchaser may re-enter and take possession of the property without hindrance or delay and the said will become tenant at will of the purchaser from and after day of sale.

In Witness Whereof, WE, hereunto set OUR signature, this -- day of ---190_,

HOUSTON T.ALLEN.
OPHELIA H.ALLEN.

As evidence of OUR ratification and acceptance of the foregoing terms and conditions, WE,E.G.KIRKPATRICK AND WIFE ETHEL KIRKPATRICK, join herein and subscribe OUR name hereto.

This 30 day of OCTOBER, 1923.

E.G.KIRKPATRICK.
ETHEL KIRKPATRICK.

ACKNOWLEDGMENT BEFORE NOTARY PUBLIC.

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, HARRY G.NICHOL, a Notary Public in and for said County and State, the within named E.G.KIRKPATRICK AND WIFE,ETHEL KIRKPATRICK, the bargainors, with whom I am personally acquainted, and who acknowledged that THEY, executed the within instrument for the purposes therein contained.

And ETHEL KIRKPATRICK,WIFE, of the said E.G.KIRKPATRICK, having appeared before me privately and apart from HER husband, the said ETHEL KIRKPATRICK, 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 30TH day of OCTOBER,1923.

[Seal] HARRY G.NICHOL, Notary Public.

ACKNOWLEDGMENT BEFORE NOTARY PUBLIC.

STATE OF NEW YORK,ONONDAGA,COUNTY.
PERSONALLY APPEARED BEFORE ME,CHARLES H.WILLIAMS,A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE ,THE WITHIN NAMED OPHELIA H.ALLEN AND HUSBAND,HOUSTON T.ALLEN,RESIDENTS OF JORDAN,NEW YORK STATE,THE BARGAINORS,WITH WHOM I AM PERSONALLY ACQUAINTED,AND WHO ACKNOWLEDGED THAT BOTH EXECUTED THE INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED.AND OPHELIA H.ALLEN,WIFE,OF THE SAID HOUSTON T.ALLEN,HAVING APPEARED BEFORE ME PRIBATELY AND APRRT FROM HER HUSBAND,THE SAID HOUSTON T.ALLEN,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 JORDAN, N.Y.THIS 4 DAY OF OCTOBER,1923. (SEAL) CHARLES H.WILLIAMS,NOTARY PUBLIC.

STATE OF NEW YORK,COUNTY OF ONONDAGA,SS.I,ARTHUR C.MEAD,CLERK OF THE COUNTY OF ONONDAGA,AND OF THE SUPREME AND COUNTY COURTS,THEREIN,THE SAME BEING COURTS OF RECORD,DO HEREBY CERTIFY THAT CHARLES H.WILLIAMS,WHOSE NAME IS SUBSCRIBED TO THE CERTIFICATE OF THE PROOF OR ACKNOWLEDGMENT OF THE ANNEXED INSTRUMENT,AND THEREON WRITTEN,WAS AT THE TIME OF TAKING SUCH PROOF, OR ACKNOWLEDGMENT,A NOTARY PUBLIC,IN AND FOR THE COUNTY OF ONONDAGA ,DWELLING IN THE SAID COUNTY,COMMISSIONED AND SWORN,AND DULY AUTHORIZED TO TAKE THE SAME.AND FURTHER THAT I AM WELL ACQUAINTED WITH THE HANDWRITING OF SUCH NOTARY,AND VERILY BELIEVE THAT THE SIGNATURE TO THE SAID CERTIFICATE OF PROOF OR ACKNOWLEDGMENT IS GENUINE.IN TESTIMONY WHEREOF,I HAVE HEREUNTO SET MY HAND,AND AFFIXED THE SEAL OF THE SAID COURTS AND COUNTY,THE 6 DAY OF OCTOBER, 1923.
(SEAL) ARTHUR C.MEAD,CLERK.
U.S.R.S.$2.00.
REC.OCT.31,1923 AT 10:15 A.M.