NUMBER 56470. JOHN A.HALEY, ET UX TO W.H.HOLLINGSWORTH,ET UX RECORDED JAN,11,1924.

FOR AND IN CONSIDERATION of the sum of ~~DOLLARS,~~
paid and to be paid by ~~as follows:~~
~~Dollars cash, the receipt of which is hereby acknowledged, and for the~~
remainder the said ~~~~
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~~~~
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ha~~ executed ~~promissory note~~ for ~~~~
~~~~
~~Dollars each of even date herewith, payable to~~
the order of ~~, and bearing six~~ per cent interest from ~~,with~~
lien retained on the property herein conveyed to secure their payment. The first one of said notes falls due ~~, and~~
the others ~~thereafter until all are paid.~~

have bargained and sold, and by these presents do transfer and convey, unto the said ~~~~
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heirs and assigns, a certain tract or parcel of land in ~~County, State of Tennessee, as follows:~~

FOR AND IN CONSIDERATION OF THE SUM OF SEVEN THOUSAND EIGHT HUNDRED AND FIFTEEN($7815.00)DOLLARS, PAID AND TO BE PAID BY W.H.HOLLINGSWORTH,AND WIFE,FLORENCE HOLLINGSWORTH,AS FOLLOWS: FOUR HUNDRED FIFTY-ONE AND 25/100($451.25)DOLLARS,CASH,THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED,AND FOR THE REMAINDER THE SAID W.H.HOLLINGSWORTH,AND WIFE,FLORENCE HOLLINGSWORTH, ASSUME THE PAYMENT OF FORTY-FIVE HUNDRED($4500.00)DOLLARS,INEDBTEDNESS DUE THOS.W.WRENNE,AND SECURED BY A TRUST DEED TO D.P.WRENNE,TRUSTEE,DATED NOVEMBER,6,1923,AND RECORDED IN BOOK 604, AT PAGE 302,R.O.D.C.TENNESSEE,AND THE SAID W.H.HOLLINGSWORTH,AND WIFE HAVE ENDORSED TO THE SAID JOHN A.HALEY,TWO THOUSAND TWO HUNDRED AND TEN($2210.00)DOLLARS,,WORTH OF VENDOR'S SECOND LIEN NOTES,EXECUTED BY ERMA NOLAND,NO.2,TO NO.55,BOTH,INCLUSIVE,BEING FOR FORTY($40.00) DOLLARS,AND NO.56 FOR FIFTY($50.00),DOLLARS,EACH DATED AUGUST,1,1923,BEARING INTEREST AT THE RATE OF SIX PER CENT PER ANNUM,PAYABLE MONTHLY AND SECURED BY VENDOR'S LIEN ON 51½ FEET ON THE NORTH SIDE OF PIERCE AVENUE,CITY NO.2306,RETAINED IN DEED FROM W.H.HOLLINGSWORTH,AND WIFE TO SAID EMMA NOLAND,AND FOR THE BALANCE OF SAID CONSIDERATION,THE SAID W.H.HOLLINGSWORTH AND WIFE,HAVE EXECUTED SIXTEEN(16)PROMISSORY NOTES,THE FIRST FOR FORTY-THREE AND 20/100, (43.20)DOLLARS,AND FOURTEEN(14)OTHERS TWENTY CENTS LESS EACH MONTH,AND THE SIXTEENTH(16TH), FOR FIFTY-FIVE AND 05/100($55.05)DOLLARS,OF EVEN DATE HEREWITH,PAYABLE TO THE ORDER OF JOHN A.HALEY,AND BEARING SIX PER CENT INTEREST FROM MATURITY,WITH LIEN RETAINED ON THE PROPERTY, HEREIN CONVEYED TO SECURE THEIR PAYMENT,THE FIRST ONE OF SAID NOTES FALLS DUE JANUARY,1,1924, AND THE OTHERS THE 1ST DAY OF EACH MONTH,THEREAFTER,UNTIL ALL ARE PAID,JOHN A.HALEY,AND WIFE, ALICE C.HALEY,HAVE BARGAINED AND SOLD,AND BY THESE PRESENTS DO TRANSFER AND CONVEY UNTO THE SAID W.H.HOLLINGSWORTH,AND WIFE,FLORENCE HOLLINGSWORTH,THEIR HEIRS AND ASSIGNS,A CERTAIN TRACT OR PARCEL OF LAND IN DAVIDSON COUNTY,STATE OF TENNESSEE,AS FOLLOWS:BEING LOT NO.291 ON THE PLAN OF THE RICHLAND REALTY COMPANY'S FIRST ADDITION TO SUBDIVISION "B" AS OF RECORD IN BOOK NO.332,PAGE 174,REGISTER'S OFFICE FOR DAVIDSON COUNTY,TENNESSEE.SAID LOT NO.291 FRONTS 50 FEET ON THE WESTERLY SIDE OF GREENWAY AVENUE AND RUNS BACK BETWEEN PARALLEL LINES 200 FEET TO AN ALLEY,BEING THE SAME PROPERTY TRANSFERRED TO SAID JOHN A.HALEY,BY CHURCH L.SEXTON,RECORDED IN BOOK 620,AT PAGE 359,R.O.D.C.TENNESSEE,TO WHICH REFERENCE IS HEREBY MADE.

I declare that I am the true and lawful holder of the claim secured by the instrument within
mentioned, and hereby authorize the ... of the lien to secure
the same to be ... 1938.
Attest: ... 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
W.H.HOLLINGSWORTH,AND WIFE,
heirs and assigns, forever. And WE, do covenant with the said W.H.HOLLINGSWORTH,AND WIFE,
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 W.H.HOLLINGSWORTH,AND WIFE,
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 W.H.HOLLINGSWORTH,AND WIFE,
and JOHN A.HALEY AND WIFE,ALICE C.HALEY,
that if any of said notes shall at any time be unpaid, either in whole or in part TWO, months after maturity, all of the notes shall thereupon become due.

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The said W.H.HOLLINGSWORTH,AND WIFE, agree to keep the IMPROVEMENTS, on property conveyed insured to the amount of SEVEN THOUSAND ($7000.00) Dollars, payable to the said JOHN A.HALEY, as collateral security to said notes, and to pay all taxes when due; and the said W.H.HOLLINGSWORTH AND WIFE, further agree that if THEY fail to keep the said PROPERTY, insured or to pay any taxes as agreed, the said JOHN A.HALEY, 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 W.H.HOLLINGSWORTH, NO, shall fail to repay any premium or taxes and interest within months from the payment thereof by the said JOHN A.HALEY, such failure shall render all of said notes due at the expiration of such time.

The said W.H.HOLLINGSWORTH,AND WIFE, further agree that if said notes become due upon any contingency hereinbefore stated, the said JOHN A.HALEY, 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 W.H.HOLLINGSWORTH, or HIS, legal representatives.

The said W.H.HOLLINGSWORTH AND WIFE, JOHN A.HALEY, further agree that the said may execute the power of sale herein contained without giving bond or taking oath; that the said $2---- , or the lawful owner of any of the notes herein secured, may bid at any sale under said power; and that if the said JOHN A.HALEY, 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 JOHN A.HALEY AND WIFE,ALICE C.HALEY, and the said W.H.HOLLINGSWORTH, AND WIFE, 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 signatureS, this 1ST day of DECEMBER,1923.

JOHN A.HALEY.
ALICE C.HALEY.

As evidence of OUR ratification and acceptance of the foregoing terms and conditions, W.H.HOLLINGSWORTH AND WIFE, join herein and subscribe OUR name S hereto.

This 1ST day of DECEMBER, 1923.

W.H.HOLLINGSWORTH.
FLORENCE HOLLINGSWORTH.

ACKNOWLEDGMENT BEFORE NOTARY PUBLIC.

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, A.L.ROWE, a Notary Public in and for said County and State, the within named JOHN A.HALEY AND WIFE,ALICE C.HALEY, the bargainor S with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And ALICE C.HALEY,WIFE, of the said JOHN A.HALEY, having appeared before me privately and apart from HER husband, the said ALICE C.HALEY, 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 26 day of DECEMBER,1923. 192

[Seal] A.L.ROWE, Notary Public.

STATE OF TENNESSEE,DAVIDSON COUNTY...
PERSONALLY APPEARED BEFORE ME,MARTIN CLARK,A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE,THE WITHIN NAMED W.H.HOLLINGSWORTH,AND WIFE FLORENCE HOLLINGSWORTH, THE BARGAINORS WITH WHOM I AM PERSONALLY ACQUAINTED,AND WHO ACKNOWLEDGED THAT THEY EXECUTED THE WITHIN INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED.AND FLORENCE HOLLINGSWORTH WIFE OF THE SAID W.H.HOLLINGSWORTH,HAVING APPEARED BEFORE ME,PRIVATELY AND APART FROM HER HUSBAND,THE SAID FLORENCE HOLLINGSWORTH, 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 7 DAY OF JANUARY,1924. (SEAL) MARTIN CLARK,NOTARY PUBLIC.
MY COMMISSION EXPIRES JAN,11,1925.
U.S.R.S.$3.50.
REC.JAN,9,1924 AT 2:47 P.M.