NUMBER 61024 MARY V. STEWART ET AL TO LONNIE MCCOWEN ET UX, RECORDED MAY 28,1924

FOR AND IN CONSIDERATION of the sum of THIRTY SEVEN AND FIFTY ($3750.00) DOLLARS, paid and to be paid by LONNIE MCCOWEN AND WIFE MINNIE MINNIE MCCOWEN as follows: SIX HUNDRED AND FIFTY ($650.00) Dollars cash, the receipt of which is hereby acknowledged, and for the remainder the said LONNIE MCCOWEN AND WIFE MINNIE MCCOWEN

ASSUMES THE PAYMENT OF A NOTE FOR $1500.00 WITH INTEREST AT 6% FROM APRIL 5,1924, AND SECURED BY DEED OF TRUST MAY V. STEWART AND J. W.STEWART TO CHAS.H.LITTERER, TRUSTEE AS OF RECORD IN BOOK NO. 624, PAGE 225, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE, AND FOR THE RESIDUE ($1600.00) HE THE SAID LONNIE MCCOWEN AND WIFE MINNIE MCCOWEN HAVE EXECUTED THEIR 52 JOINT PROMISSORY NOTES OF EVEN DATE HERE- WITH FOR THE PRINCIPAL SUM OF $30.00 AND ONE THE LAST FOR $40.00 PAYABLE AT THE ORDER OF J.W.STEWART, NONE OF THE SIAD NOTES BEARS IN- TEREST EXCEPT AFTER MATURITY, AS THE INTEREST HAS BEEN COMPUTED AND ADDED INTO THE FACE OF EACH NOTE, THE FIRST NOTE IS FOR THE SUM OF $38.00 AND EACH ONE THEREAFTER IS FOR AN AMOUNT 15 CENTS LESS THAN THE PRECEEDING NOTE EXCEPT THE LAST ONE AND IT SEING FOR THE SUM OF $40.20. THE FIRST ONE OF SAID NOTES FALLS DUE ON THE 3RD DAY OF JUNE 1924, AND THE OTHERS ONEON THE 3RD DAY OF EACHSUBSEQUENT MONTH THEREAFTER UNTIL ALL ARE PAID. TO SECURE THE PAYMEN OF SAID NOTES A LIEN IS HEREBY RESERVED AND RETAINED ON THE LOT OR PARCEL OF LAND HEREINAFTER DESCRIBED.

WE, MARY V. STEWART & J. W.STEWART HAVE BARGAINED AND SOLD, AND BY THESE PRESENTS DO TRANSFER AND CONVEY UNTO THE SAID LONNIE MCCOWEN AND WIFE MINNIE MCCOWEN THEIR HEIRS AND ASSIGNS A CERTAIN TRACT OR RR PARCEL OF LAND IN DAVIDSON COUNTY, STATE OF TENNESSEE, AS FOLLOWS: BEING LOT NO.116 IN MONTROSE PLAN TO NASHVILLE TENNESSEE, AS OF RECORD IN BOOK NO.57,PAGE 93 OF THE REGISTER'S OFFICE OF DAVIDSON COUNTY, TENNESSEE. SAID LOT NO.116 FRONTS 50 FEET ON THE NORTH SIDE OF BETHEL STREET, NOW MONTROSE AVENUE,AND RUNS BACK BETWEEN PARALLEL LINES 160 FEET, MRE MORE OR LESS TO AN ALLEY IN THE REAR AND IS THE SAME PROPERTY CONVEYD BY DEED OF ARKIE B. OWEN, A WIDOW, TO MARY V. STEWART OF RECORD IN BOOK NO.638, PAGE 415, OF THE SAID REGISTER'S OFFICE.

(Entered for Record May 17th 1924 at 11:16 A.M. Rec'd $2.50)

TO HAVE AND TO HOLD the said tract or parcel of land with the appurtenances, estate, title, and interest thereto belonging, to the said LONNIE MCCOWEN AND WIFE MINNIE MCCOWEN heirs and assigns, forever. And WE do covenant with the said MXXXXX LONNIE MCCOWEN AND WIFE MINNIE MCCOWEN 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 LONNIE MCCOWEN AND WIFE MINNIE MCCOWEN 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 MARY V. STEWART AND J.W.STEWART and LONNIE MCCOWEN AND MINNIE MCCOWEN 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.

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The said LONNIE MCCOWEN AND WIFE agree to keep the BUILDINGS on property conveyed insured to the amount of $$25 ($2750.00) Dollars, payable to the said J.W.STEWART as collateral security to said notes, and to pay all taxes when due; and the said LONNIE MCCOWEN AND WIFE further agree that if THEY fail to keep the said BUILDINGS insured or to pay any taxes as agreed, the said J.W.STEWART, 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 ~~J.W.STEWART~~ LONNIE MCCOWEN shall fail to repay any premium or taxes and interest within TWO months from the payment thereof by the said ~~J.W.STEWART~~ WIFE J.W.STEWART such failure shall render all of said notes due at the expiration of such time.

The said ~~J.W.STEWART~~ LONNIE MCCOWEN AND WIFE further agree that if said notes become due upon any contingency hereinbefore stated, the said J.W.STEWART, 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 J.W.STEWART, or HIS legal representatives.

The said LONNIE MCCOWEN AND WIFE further agree that the said J.W.STEWART may execute the power of sale herein contained without giving bond or taking oath; that the said J.W.STEWART, or the lawful owner of any of the notes herein secured, may bid at any sale under said power; and that if the said J. W.STEWART 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 J.W.STEWART and the said LONNIE MCCOWEN 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~~ ~~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 S, this 17TH day of MAY 1924

MARY V.STEWART
J.W.STEWART

As evidence of OUR ratification and acceptance of the foregoing terms and conditions, WE, LONNIE MCCOWEN AND WIFE MINNIE M MCCOWEN join herein and subscribe OUR name S hereto.

This 17TH day of APRIL,1924

LONNIE MCCOWEN
MINNIE M MCCOWEN

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, ED T.HORN a Notary Public in and for said County and State, the within named MARY V.STEWART AND J.W.STEWART AND LONNIE MCCOWEN AND W MINNIE MCCOWEN, the bargainor S, with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And MARY V. STEWART AND MINNIE E MCCOWEN WIVES of the said J.W.STEWART AND LONNIE MCCOWEN having appeared before me privately and apart from HER THEIR husband S, the said MARY V.STEWART AND MINNIE/CCOWEN, acknowledged the execution of the said instrument to have been done by THEM freely, voluntarily, and understandingly, without compulsion or constraint from THEIR said husband S, and for the purposes therein expressed.

Witness my hand and official seal, at Nashville, Tennessee, this 17TH day of MAY 1924

[Seal] ED. T.HORN, Notary Public.

COM.EXPIRS OCT. 3,1925
R U.S.R.$2.50
REC'D. MAY 17,1924 AT 11:16 A.M.