NUMBER 67118. JOSEPH C.YANEY, ET UX TO IKE CARNEY, ET UX RECORDED NOV,3,1924.

FOR AND IN CONSIDERATION of the sum of SIX HUNDRED ($600.00) DOLLARS, paid and to be paid by IKE CARNEY AND WIFE EULA CARNEY, as follows: FIFTY ($50.00), Dollars cash, the receipt of which is hereby acknowledged, and for the remainder the said IKE CARNEY,AND EULA CARNEY HAVE EXECUTED THE BR 69 PROMISSORY NOTE,S,68 OF WHICH ARE FOR EIGHT($8.00)EACH AND ONE NOTE FOR SIC ($6.00)OF EVEN DATE HEREWITH,PAYABLE TO THE ORDER OF JOSEPH C.YANEY,AND BEARING SIX PER CENT INTEREST FROM DATE WITH LIEN RETAINED ON THE PROPERTY HEREIN CONVEYED TO SECURE THEIR PAYMENT WITH INTEREST.THE FIRST OF SAID NOTES FALLS DUE OCTOBER 20TH ,1924,AND ONE NOTE ON THE 20TH; OF EACH MONTH THEREAFTER UNTIL ALL OF THE $8.00 NOTES ARE PAID,THE ONE MONTH AFTER SAID LAST $8.00;NOTE IS DUE THE ~~he executed a 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 ~~heirs and assigns, a certain tract or parcel of land in County, State of Tennessee, as follows:~~

$6.00 NOTE IS DUE AND PAYABL E.WE,JOSEPH C.YANEY AND WIFE,MARTHA YANEY,HAVE BARGAINED AND SOLD,AND BY THESE PRESENTS DO TRANSFER AND CONVEY UNTO THE SAID IKE CARNEY AND WIFE EULA CARNEY,THEIR HEIRS AND ASSIGNS,A CERTAIN TRACT OF LAND IN DAVIDSON COUNTY,STATE OF TENNESSE AS FOLLOWS;BEING IN THE 13TH,CIVIL DISTRICT OF DAVIDSON CONTY,TENNESSEE,AND BEING LOT NO.10 IN BLOCK "L" OF THE HEFFERNAN ADDITION TO NASHVILLE,TENNESSEE.SAID LOT NO.10,FRONTS 50 FEET ON THE NORTH SIDE OF ZOLLICOFFER STREET OF JACKSON STREET AND RUNS BACK BETWEEN PARALLEL LINES,150 FEET TO A SIXTEEN FOOT ALLEY,,AND BEING THE SAME LOT CONVEYED TO JOSEPH C. YANEY BY DEED OF C.CARRICK AND WIFE,DATED APRIL,13TH,1907,AND RECORDED IN BOOK 348,PAGE 137 R.O.D.C.TENNESSEE.

TO HAVE AND TO HOLD the said tract or parcel of land with the appurtenances, estate, title, and interest thereto belonging, to the said IKE CARNEY,AND WIFE,EULA CARNEY,THEIR, heirs and assigns, forever. And WE, do covenant with the said IKE CARNEY AND WIFE EULA CARNEY, 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 IKE CARNEY AND WIFE,EULA CARNEY,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—viz.:

It is expressly agreed by and between the said JOSEPH C.YANEY, and IKE CARNEY AND WIFE,EULA CARNEY, 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.

DOMINION-HARRIS CO., NASHVILLE

The said IKE CARNEY AND WIFE EULA CARNEY, Agree to keep the BUILDINGS, on property conveyed insured to the amount of FIVE HUNDRED ($500.00), Dollars, payable to the said JOSEPH C.YANEY, as collateral security to said notes, and to pay all taxes when due; and the said IKE CARNEY AND WIFE EULA CARNEY, further agree that if THEY fail to keep the said BUILDINGS, insured or to pay any taxes as agreed, the said JOSEPH C.YANEY, 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 IKE CARNEY AND WIFE EULA CARNEY, shall fail to repay any premium or taxes and interest within TWO, months from the payment thereof by the said JOSEPH C.YANEY, such failure shall render all of said notes due at the expiration of such time.

The said IKE CARNEY AND WIFE EULA CARNEY, further agree that if said notes become due upon any contingency hereinbefore stated, the said JOSEPH C.YANEY, 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 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 IKE CARNEY AND WIFE EULA CARNEY, or THEIR, legal representatives.

The said IKE CARNEY AND WIFE EULA CARNEY, further agree that the said JOSEPH C.YANEY, may execute the power of sale herein contained without giving bond or taking oath; that the said JOSEPH C.YANEY, or the lawful owner of any of the notes herein secured, may bid at any sale under said power; and that if the said JOSEPH C.YANEY, 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 JOSEPH C.YANEY, and the said IKE CARNEY AND WIFE EULA CARNEY, 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 IKE CARNEY AND WIFE, will become tenant at will of the purchaser from and after day of sale.

In Witness Whereof, WE, hereunto set OUR, signatureS, this ___ day of OCT,1924.

J.C.YANEY.
HER
MARTHA X YANEY.
MARK.

As evidence of OUR, ratification and acceptance of the foregoing terms and conditions, WE, join herein and subscribe OUR, nameS hereto.

This 22ND, day of OCTOBER,1924.

IKE CARNEY..
EULA CARNEY.

ACKNOWLEDGMENT BEFORE NOTARY PUBLIC.

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, G.A.RUTHERFORD, ~~AND IKE CARNEY AND WIFE~~ a Notary Public in and for said County and State, the within-named JOSEPH C.YANEY AND WIFE,MARTHA YANEY, , the bargainor S, with whom I am personally acquainted, and who acknowledged that THEY, executed the within instrument for the purposes therein contained.

And MARTHA YANEY AND EULA CARNEY,,WIVES, of the said JOSEPH YANEY AND MR IKE CARNEY, having appeared before me privately and apart from THEIR, husband S, the said MARTHA YANEY AND EULA CARNEY, , acknowledge the execution of the said instrument to have been done by THEM, freely, voluntarily, and understandingly, without compulsion or constraint from THEIR husband S, and for the purposes therein expressed.

Witness my hand and official seal, at Nashville, Tennessee, this 22ND, day of OCTOBER, , 1924.

[Seal] G.A.RUTHERFORD, , Notary Public.

U.S.R.S.$1.00L

RECD.OCT,22,1924 AT 12:10 P.M.