For and in Consideration *of the sum of* ($ 869.20) EIGHT HUNDRED SIXTY NINE AND 20/100 *DOLLARS,*

PAID AND TO BE PAID AS FOLLOWS:-

PURCHASERS ASSUME AND AGREE TO PAY 54 NOTES OF $10.00 EACH WITH INTEREST FROM APRIL 1, 1925. PRINCIPAL AND INTEREST AMOUNTING TO $609.20 THIS BEING THE LAST 54 NOTES OF A SERIES OF 79 DATED APRIL 1, 1925, AS OF RECORD IN BOOK NO. 641, PAGE 102, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENN. FOR THE REMAINDER ($260.00) PURCHASERS HAVE EXECUTED THEIR 52 PROMISSORY NOTES OF $5.00 EACH OF EVEN DATE HEREWITH. THE 1ST ONE OF SAID NOTES IS DUE AND PAYABLE JULY 1, 1927 AND ONE ON THE 1ST DAY OF EACH SUCCEEDING MONTH, THEREAFTER, UNTIL ALL ARE PAID. THESE NOTES BEAR INTEREST AT THE RATE OF 6% PER ANNUM AND A VENDOR'S LIEN IS HEREBY RETAINED TO SECURE THE PAYMENT OF SAID NOTES ARE ANY GIVEN IN RENEWAL THEREOF. SAID NOTES ARE MADE PAYABLE TO F.N.BINKLEY.

In case any one of said notes remains unpaid for 3 months after its maturity, all of the notes then unpaid shall immediately become due and payable; and said F.N.BINKLEY, or the lawful holder of said notes remaining unpaid, is hereby authorized and empowered to sell said property, at public auction, at the south door of the Courthouse in Nashville, Tennessee, or on the premises, at his or her election, to the highest bidder for cash, or partly for cash and partly on time, or wholly on time, as he or she may elect, free from the right of repurchase or equity of redemption and free from homestead and dower, and said sale shall be advertised in some newspaper published in the City of Nashville once a week for at least four weeks; and whenever a sale of the premises is made hereunder, said F.N.BINKLEY, or the lawful holder of said notes, shall have the right to execute a deed conveying the property to the purchaser, and the proceeds of said sale shall be applied to the payment of all taxes and public charges that may be a lien on said property, and all taxes or public charges that may have been advanced or paid by said F.N.BINKLEY, or the holder of said notes; to the payment of all expenses, including reasonable attorney's fees, incident to selling said property and the enforcement of said lien and incurred in any litigation that may arise of or concerning the protection and the enforcement of the rights and interest of said F.N.BINKLEY, or the holder of said notes; to the payment and satisfaction of said notes and interest; and the balance, if any, is to be paid to said conveyee, his or her representatives or assigns. It is understood, and is hereby expressly declared, that the right of sale hereinbefore granted is intended as a cumulative remedy additional to the remedies now or that may be hereafter allowed by law, and that the same shall not be deemed in any manner whatsoever to deprive said F.N.BINKLEY, or the holder of said notes, of any legal or equitable remedy by judicial proceedings, consistent with the provisions of these presents, according to the true intent and meaning thereof; and whenever and in case legal proceedings shall be instituted for the enforcement of the lien herein reserved and declared, and for the protection of the rights of said F.N.BINKLEY, or the holder of said notes, and the sale of said premises, reasonable counsel fees shall be paid and shall be added to the debt herein and hereby secured. THE PURCHASER AGREES TO KEEP THE BUILDINGS ON SAID PROPERTY INSURED FOR THE AMOUNT OF $500.00 WITH LOSS CLUASE PAYABLE TO THE OWNER OR HOLDER OF SAID NOTES.

WE, F.N.BINKLEY AND WIFE EDNA BINKLEY

have this day bargained and sold, and by these presents do transfer and convey, unto the said JAMES V.SIMMONS AND WIFE FLORA SIMMONS

heirs and assigns, a certain tract or parcel of land in Davidson County, State of Tennessee, as follows: THEIR

BEING LOT NO.424 IN THE PROPERTY KNOWN AS GRANDVIEW HEIGHTS, A PLAN OF WHICH IS OF RECORD IN PLAN BOOK NO. 161, PAGES 14 & 15, OF THE REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENN.

SAID LOT NO. 424 FRONTS 50 FEET ON THE WEST SIDE OF CALDWELL AVE., AND RUNS BACK, BETWEEN PARALLEL LINES, 150 FEET TO AN ALLEY AND IS ON THE CORNER OF SAID CALDWELL AVE., AND MELROSE ST., AND BEING THE SAME PROPERTY CONVEYED TO F.N.BINKLEY AND WIFE EDNA BINKLEY BY DEED FROM L.M.PETTUS AS OF RECORD IN BOOK NO. 641, PAGE 102, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENN.

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 V.SIMMONS AND WIFE FLORA SIMMONS, THEIR

heirs and assigns, forever. And WE *do covenant with the said* JAMES V.SIMMONS & WIFE FLORA SIMMONS *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* EXCEPT AS HEREIN SET OUT.

WE, F.N.BINKLEY AND WIFE EDNA BINKLEY

do further covenant and bind OURSELVES, OUR *heirs and representatives, to warrant and forever defend the title to said land to the said* JAMES V.SIMMONS & WIFE FLORA SIMMONS

THEIR *heirs and assigns, against the lawful claims of all persons whomsoever.*

Witness OUR *hands, this* 8TH *day of* JUNE, 1927.

Witness

F.N.BINKLEY

EDNA BINKLEY

AS EVIDENCE OF OUR RATIFICATION AND ACCEPTANCE OF THE FOREGOING TERMS AND CONDITIONS, WE JOIN HEREIN AND SUBSCRIBE OUR NAMES HERETO THIS 6 DAY OF JULY, 1927.

JAMES V.SIMMONS

FLORA SIMMONS

State of Tennessee,
DAVIDSON COUNTY.

Personally appeared before me, B.R.KENNEDY *, a Notary Public in and for said County and State, the within-named* F.N.BINKLEY AND WIFE EDNA BINKLEY, JAMES V.SIMMONS AND WIFE FLORA SIMMONS *the bargainor* S, *with whom I am personally acquainted, and who acknowledged that* THEY *executed the annexed instrument for the purposes therein contained.*

And EDNA BINKLEY AND FLORA SIMMONS, WIVES *of the said* F.N.BINKLEY AND JAMES V.SIMMONS *having personally appeared before me privately and apart from* THEIR *husband, the said* EDNA BINKLEY AND FLORA SIMMONS *, acknowledged the execution of the said instrument to have been done by* THEY *freely, voluntarily and understandingly, without compulsion or constraint from* THEIR *said husbands and for the purposes therein expressed.*

Witness my hand and official seal, at Nashville, Tennessee, this 6TH *day of* JULY 1927.

(SEAL) B.R.KENNEDY
Notary Public.

MY COM.EX.JAN 10, 1931.

State of Tennessee,
DAVIDSON COUNTY.

Personally appeared before me, , a Notary Public in and for said County and State, the within-named the bargainor, with whom I am personally acquainted, and who acknowledged that executed the annexed instrument for the purposes therein contained.

And of the said having personally appeared before me privately and apart from her husband, the said , 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 day of

Notary Public.

RECD JAN 13, 1928 AT 3.15 PM