NUMBER 85995..W.E.BUIST ET UX TO HENRY POTTER,ET UX RECORDED MARCH,19 ,1926..

FOR AND IN CONSIDERATION of the sum of NINETEEN HUNDRED,($1900.00), DOLLARS, paid and to be paid by HENRY POTTER & WIFE,MATTIE POTTER, as follows: ONE HUNDRED.. Dollars cash, the receipt of which is hereby acknowledged, and for the remainder the said HENRY POTTER & WIFE, MATTIE POTTER,, have executed ONE HUNDRED, promissory note S for EIGHTEEN,, Dollars each of even date herewith, payable to the order of MRS.. ETHEL BUIST,, and bearing six per cent interest from FEBRUARY,17,1926 with lien retained on the property herein conveyed to secure their payment. The first one of said notes falls due MARCH,17TH,, 1926, and the others ON THE 17TH, DAY OF EACH MONTH, thereafter until all are paid.

WE,W.E.BUIST & WIFE,ETHEL BUIST,,

have bargained and sold, and by these presents do transfer and convey, unto the said HENRY POTTER & WIFE,MATTIE POTTER,OR TO THE SURVIVOR, THEIR, heirs and assigns, a certain tract or parcel of land in DAVIDSON, County, State of Tennessee, as follows:

THE EASTERLY 33-1/3 FEET OF LOT 12 IN J.M.AND T.J.HARDINGS,PLAN OF LOTS,AS OF RECORD IN BOOK, 21,,PAGE,81,OF THE REGISTER'S OFFICE,FOR SAID COUNTY,SAID PART OF LOT12 FRONTS 33-1/3 FEET, ON THE NORTH SIDE OF MADISON STREET,AND EXTENDS BACK NORTHERLY BETWEEN PARALLEL LINES,150 FEET TO AN ALLEY,AND IS THE PROPERTY THAT WAS CONVEYED TO ETHEL BUIST BY DEED,FROM ANNIE MILLER,,SELDON,& HUSBAND, WILLIAM SELDON,RECORDED IN BOOK,682,PAGE,795,OF SAID REGISTERS OFFICE,,.HENRY POTTER & WIFE,,MATTIE POTTER HEREBY ASSUMES AND AGREE TO PAY ALL TAXES FOR THE YEAR 1926..

I declare that I am the true and lawful holder of this claim secured by the instrument within, and hereby acknowledge the satisfaction thereof and discharge of the lien to secure the same in full. This 3 day of [illegible] 1936

Attest.. [illegible] DEPUTY REGISTER

SAID W.E.BUIST & ETHEL BUIST,,& HENRY POTTER,& WIFE,,MATTIE POTTER,,HEREIN APPOINT AND CONSTITUTE JOHN T.LINDSLEY AS TRUSTEE,,AND GIVE AND GRANT TO HIM THE POWER TO EXECUTE ALL THE POWERS,CONDITIONS,PROVISIONS,AND TERMS OF THIS INSTRUMENT,AND HEREBY CONVEY TO JOHN T.LINDSLEY,TRUSTEE,, IN CONSIDERATION OF THE PREMISES ,ALL THE RIGHTS, TITLE AND INTEREST WHICH WE MAY HAVE IN THE PROPERTY HEREIN CONVEYED AND AGREE THAT IF SAID PROPERTY IS SOLD UNDER THE TERMS OF THIS INSTRUMENT THAT THE SAID JOHN T.LINDSLEY TRUSTEE SHALL HAVE THE POWER TO CONVEY [illegible]

TO HAVE AND TO HOLD the said tract or parcel of land with the appurtenances, estate, title, and interest thereto belonging, to the said HENRY POTTER & WIFE,,MATTIE POTTER, THEIR, heirs and assigns, forever. And WE,, do covenant with the said HENRY POTTER & WIFE,,MATTIE POTTER, 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 HENRY POTTER & WIFE,, MATTIE POTTER,, 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: AND IN ORDER TO CARRY OUT THE CONDITIONS,TERMS,AND PROVISIONS OF THIS INSTRUMENT,THE W.E.BUIST & WIFE,ETHEL BUIST,AND HENRY POTTER & WIFE,,MATTIE POTTER,,

It is expressly agreed by and between the said W.E.BUIST & WIFE,ETHEL BUIST,AND HENRY POTTER & WIFE,,MATTIE POTTER,, and POTTER,, 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.

The said HENRY & MATTIE POTTER,, Agree to keep the COTTAGE,, on property conveyed insured to the amount of TWELVE HUNDRED ($1200.00), Dollars, payable to the said ETHEL BUIST,, as collateral security to said notes, and to pay all taxes when due; and the said HENRY & MATTIE POTTER, further agree that if THEY, fail to keep the said COTTAGE,, insured or to pay any taxes as agreed, the said JOHN T.LINDSLEY,, TRUSTEE,, 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 HENRY & MATTIE POTTER,, shall fail to repay any premium or taxes and interest within TWO, months from the payment thereof by the said TRUSTEE,OR OWNER, such failure shall render all of said notes due at the expiration of such time.

The said HENRY POTTER & WIFE,,MATTIE POTTER, further agree that if said notes become due upon any contingency hereinbefore stated, the said JOHN T.LINDSLEY,,TRUSTEE,, 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 HENRY POTTER & WIFE,,MATTIE POTTER,, or THEIR, legal representative.

The said HENRY POTTER & WIFE,,MATTIE POTTER,, further agree that the said JOHN T.LINDSLEY,,TRUSTEE,, may execute the power of sale herein contained without giving bond or taking oath; that the said JOHN T.LINDSLEY,, 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 T.LINDSLEY, 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 T.LINDSLEY, and the said HENRY & MATTIE POTTER, further agree that in THE PURCHASER MAY RE-ENTER AND TAKE POSSESSION OF THE PROPERTY WITHOUT HINDRANCE OR DELAY,THROUGH PROCESS OF UNLAWFUL DETAINER,,IF NECESSARY..AND IT IS FURTHER UNDERSTOOD AND AGREED THAT IF A SALE SHALL BE MADE UNDER THE PROVISIONS OF THIS INSTRUMENT,THEN THE SAID HENRY POTTER & WIFE,,MATTIE POTTER,OR THEIR,LEGAL REPRESENTATIVES OR ASSIGNS,WHO MAY BE IN POSSESSION OF SAID PROPERTY,AT THE TIME OF SAID SALE,SHALL BECOME,FROM DAY OF SUCH SALE,THE TENANT OR TENANTS AT WILL OF THE PURCHASER,AND SHALL AND WILL REMOVE AT ANY TIME THEREAFTER, UPON TEN DAYS NOTICE FROM SAID PURCHASER,AND WILL PAY THE PURCHASER,THE REASONABLE RENTAL VALUE OF SAID PROPERTY FROM THE TIME OF SUCH SALE TO THE TIME OF SUCH REMOVAL.IN WITNESS WHEREOF, WE,HEREUNTO SET OUR SIGNATURE,,THIS 17TH DAY OF FEB,,1926..

W.E.BUIST..
ETHEL BUIST.

As evidence of OUR, ratification and acceptance of the foregoing terms and conditions, WE,HENRY POTTER& WIFE,MATTIE POTTER,, join herein and subscribe OUR, name S hereto.

This 17TH, day of FEBRUARY,,1926..

HENRY POTTER.
MATTIE POTTER.

ACKNOWLEDGMENT BEFORE NOTARY PUBLIC.

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, EVA WOODROOF,, a Notary Public in and for said County and State, the within named W.E.BUIST AND WIFE,,ETHEL BUIST AND HENRY POTTER AND WIFE,MATTIE POTTER, the bargainors,, with whom I am personally acquainted, and who acknowledged that THEY, executed the within instrument for the purposes therein contained.

And ETHEL BUIST AND MATTIE POTTERS,WIVES OF THE SAID W.E.BUIST AND HENRY POTTER,, of the said having appeared before me privately and apart from THEIR husbands, the said ETHEL BUIST AND MATTIE POTTER,, acknowledges the execution of the said instrument to have been done by THEM, freely, voluntarily, and understandingly, without compulsion or constrain from THEIR husband S and for the purposes therein expressed.

Witness my hand and official seal, at Nashville, Tennessee, this 24TH, day of FEBRUARY, 1926.

(Seal) EVA WOODROOF,, Notary Public.

MY COMMISSION EXPIRES,, APRIL,2ND,,,1927.

U.S.R.S.$2.00.
RECD.. FEB,26,1926 AT 12:05 P.M.