NUMBER,, 89422.. J.T.COLGATE,,ET UX TO F.A.VALENTINE,ET UX,RECORDED JUNE,25,1926..

FOR AND IN CONSIDERATION of the sum of NINE HUNDRED ($900.00), AND 00/100, DOLLARS, paid and to be paid by F.A.VALENTINE AND WIFE,, MAMIE B.,VALENTINE, as follows: TWO HUNDRED FIFTY($250.00), AND 00/100, Dollars cash, the receipt of which is hereby acknowledged, and for the remainder the said F.A.VALENTINE AND MAMIE B.VALENTINE,HAVE EXECUTED THEIR 41 JOINT PROMISSORY NOTES,OF EVEN DATE HEREWITH,40 OF SAID NOTES BEING FOR THE SUM OF $15.00,EACH,AND ONE THE LAST FOR THE SUM OF $10.00,PAYABLE TO THE ORDER OF J.T.COLGATE,MONTHLY WITH INTEREST.THE FIRST OF SAID NOTES FALLS DUE JUNE,24,,1926,AND THE OTHERS,ONE ON THE 24TH,DAY OF EACH SUBSEQUENT MONTH THEREAFTER UNTIL ALL ARE PAID.TO SECURE THE PAYMENTS OF SAID NOTES AND INTEREST,,A LIEN IS HEREBY EXPRESSLY RESERVED AND RETAINED ON THE LOTOR PARCEL OF LAND HEREINAFTER DESCRIBED,AND THE FURTHER CONSIDERATION,THAT THE SAID F.A.VALENTINE AND MAMIE B. VALENTINE ASSUME PAYMENT OF ALL TAXES ON THE PROPERTY HEREBY CONVEYED FOR THE YEAR 1926, WE,J.T.COLGATE,AND WIFE,PEARL COLGATE,HAVE BARGAINED AND SOLD,AND BY THESE PRESENTS DO TRANSFER AND CONVEY UNTO THE SAID F.A.VALENTINE AND WIFE,MAMIE B.VALENTINE,THEIR, HEIRS AND ASSIGNS,A CERTAIN TRACT OF LAND IN DAVIDSON COUNTY,STATEOF TENNESSEE,AS FOLLOWS:BEING LOT NO. 47,ON THE PLAN OF J.M.T.J.AND G.W.HARDINGS,ADDITION TO NASHVILLE,AS OF RECORD IN BOOK,21, PAGE,80,REGISTER'S OFFICE FOR DAVIDSON COUNTY,TENNESSEE..SAID LOT NO,47 FRONTS 50 FEET ON THE SOUTHERLY SIDE OF UNDERWOOD,FORMERLY PASSAIC STREET,AND RUNS BACK,BETWEEN PARALLEL LINES,150 FEET TO AN ALLEY,AND BEING THE SAME PROPERTY CONVEYED TO J.T.COLGATE AND WIFE, PEARL COLGATE,,BY DEED FROM J. A.JONES,AND WIFE,OF RECORD IN BOOK,597,PAGE,455,R.O.D.C. TENN...

~~he... 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 ...~~
~~heirs and assigns, a certain tract or parcel of land in ... County, State of Tennessee, as follows:~~

TO HAVE AND TO HOLD the said tract or parcel of land with the appurtenances, estate, title, and interest thereto belonging, to the said F.A.VALENTINE AND WIFE,MAMIE B.VALENTINE, THEIR, heirs and assigns, forever. And WE, do covenant with the said F.A.VALENTINE AND MAMIE B.VALENTINE, 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 F.A.VALENTINE AND MAMIE B.VALENTINE,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 J.T.COLGATE AND/// and F.A.VALENTINE AND MAMIE B.VALENTINE, 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.

The said F.A.VALENTINE AND MAMIE B.VALENTINE, Agree to keep the BUILDINGS,, on property conveyed insured to the amount of FOUR HUNDRED ($400.00), AND 00/100,, Dollars, payable to the said J.T.COLGATE,, as collateral security to said notes, and to pay all taxes when due; and the said F.A.VALENTINE AND MAMIE B.VALENTINE, further agree that if THEY, fail to keep the said BUILDINGS,, insured or to pay any taxes as agreed, the said F.A.VALENTINE,, or the lawful holder of said notes, may have the building S 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 F.A.VALENTINE AND MAMIE B.VALENTINE,, shall fail to repay any premium or taxes and interest within TWO,, months from the payment thereof by the said J.T.COLGATE,, such failure shall render all of said notes due at the expiration of such time.

The said F.A.VALENTINE AND MAMIE B.VALENTINE,, further agree that if said notes become due upon any contingency hereinbefore stated, the said J.T.COLGATE,, 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 F.A.VALENTINE AND MAMIE B.VALENTINE,, or THEIR, legal representative.

The said F.A.VALENTINE AND MAMIE B.VALENTINE, further agree that the said J.T.COLGATE,, may execute the power of sale herein contained without giving bond or taking oath; that the said J.T.COLGATE,, or the lawful owner of any of the notes herein secured, may bid at any sale under said power; and that if the said JT.COLGATE ,, 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.T.COLGATE,, and the said F.A.VALENTINE, AND MAMIE B. VALENTINE, 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 F.A.AND MAMIE B.VALENTINE will become tenant at will of the purchaser from and after day of sale.

In Witness Whereof, WE,, hereunto set OUR, signature S, this 24TH, day of MAY,,1926.

J.T.COLGATE..
PEARL COLGATE..

As evidence of OUR, ratification and acceptance of the foregoing terms and conditions, WE,THE UNDERSIGNED,, join herein and subscribe OUR, name S hereto.

This 24TH,, day of MAY,,,1926..

F.A.VALENTINE..
MAMIE B.VALENTINE.

ACKNOWLEDGMENT BEFORE NOTARY PUBLIC ...

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, J.W.VAUGHAN, a Notary Public in and for said County and State, the within named J.T.COLGATE AND WIFE,PEARL COLGATE,, AND F.A.VALENTINE AND MAMIE B.VALENTINE, the bargainor S, with whom I am personally acquainted, and who acknowledged that THEY, executed the within instrument for the purposes therein contained.

And PEARL COLGATE AND MAMIE B.VALENTINE ~~F.A.VALENTINE~~, WIVES,, of the said J.T.COLGATE,,AND F.A.VALENTINE,,, having appeared before me privately and apart from THEIR, husband S, the said PEARL COLGATE AND MAMIE B.VALENTINE, acknowledges the execution of the said instrument to have been done by THEM freely, voluntarily, and understandingly, without compulsion or constrain from said husband, and for the purposes therein expressed.

Witness my hand and official seal, at Nashville, Tennessee, this 24TH, day of MAY,,, J.W.VAUGHAN, 192 6.

(Seal) ..., Notary Public.

MY COMMISSION EXPIRES,,18TH DAY OF APRIL,,1929.

RECD.. MAY,26, 1926 AT 2;45 P.M.