NUMBER 91639. RECEOODED SEPTEMBER 15TH 1926.

CHARLES E.COFER TO GLOVER HORACE BINKLEY ET UX.

FOR AND IN CONSIDERATION of the sum of $2600.00 TWENTY SIX HUNDRED & NO/100 DOLLARS, paid and to be paid by GLOVER HORACE BINKLEY AND WIFE FLOSSIE MAI JOY BINKLEY as follows: FIVE HUNDRED (500.00) & NO/100 Dollars cash, the receipt of which is hereby acknowledged, and for the remainder the said GLOVER HORACE BINKLEY AND WIFE FLOSSIE MAI JOY BINKLEY, ~~MAKE XEXECUTE XAND~~ ~~DELIVER XTHEIR XNOTE~~

AND DELIVERED THEIR 70

WE executed / LIEN promissory note S for THE SUM OF ~~$30.00 EACH~~,

$30.00 Dollars each of even date ~~HEREWITH~~ ~~EXECUTED~~ WITH INTEREST FROM DATE SEPTEMBER 6TH, 1926, ~~AT THE RATE OF~~ ~~8~~ PER CENT PER ANNUM, with ~~EXCEPTION~~ The first of said notes ~~IS~~ due SEPTEMBER 6TH 1926, and the others ONE ON THE 6TH DAY OF EACH AND EVERY MONTH RESPECTIVELY thereafter until all are paid,

I, CHARLES E.COFFER (A WIDOWER)

have bargained and sold, and by these presents do transfer and convey, unto the said GLOVER HORACE BINKLEY AND WIFE FLOSSIE MAI JOY BINKLEY, THEIR ~~HER~~ and assigns, a certain tract or parcel of land in DAVIDSON County, State of Tennessee, as follows:

LOT NO.29 IN THE FAIRFIELD VILLAGE ADDITION TO NASHVILLE ,AS OF RECORD IN BOOK 21,PAGE 82 REGISTERS OFFICE FOR SAID COUNTY.

SAID LOT NO.29 FRONTS 50 FEET ON THE NORTHERLY SIDE OF HERMITAGE AVENUE ,FORMERLY FILLMORE STREET ,AND RUNS BACK BETWEEN PARALLEL LINES ,175 FEET ,MORE OR LESS ,TO AN ALLEY.

BEING THE SAME PROERTY CONVEYED TO CHARLES E.COFFER ,BY DEED FROM EDWARD REHORN AND WIFE , FLORENCE TUCKER REHORN ,AS OF RECORD IN BOOK NO.714 ,PAGE 253 ,R.O.D.C. TENNESSEE.

I declare that I am the true and lawful holder of the claim secured by the instrument within mentioned, and hereby acknowledge the satisfaction thereof and discharge of the lien to secure the same in full. This 14th day of Jan 1932.

Attest: J.E. Glover
DEPUTY REGISTER

TO HAVE AND TO HOLD the said tract or parcel of land with the appurtenances, estate, title, and interest thereto belonging, to the said GLOVER HORACE BINKLEY AND WIFE FLOSSIE MAI JOY BINKLEY, THEIR heirs and assigns, forever. And I do covenant with the said GLOVER HORACE BINKLEY AND WIFE FLOSSIE MAI JOY BINKLEY, that I AM lawfully seized and possessed of said land in fee simple, have a good right to convey it, and the same is unincumbered EXCEPT THE STATE & COUNTY TAXES WHICH THE PURCHASERS ASSUMES.

And I do further covenant and bind MYSELF MY heirs and representatives to warrant and forever defend the title to said land to the said GLOVER HORACE BINKLEY AND WIFE FLOSSIE MAI JOY BINKLEY, 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 CHARLES E.COFFER AND GLOVER HORACE BINKLEY AND WIFE FLOSSIE ~~XXXXXXXXXX~~ MAI JOY BINKLEY, that if any of said notes shall at any time be unpaid, either in whole or in part FOUR months after maturity, all of the notes shall thereupon become due.

The said GLOVER HORACE BINKLEY AND WIFE FLOSSIE MAI JOY BINKLEY Agree to keep the BUILDING on property conveyed insured to the amount of TWO THOUSAND ($2000.00) & NO /100 Dollars, payable to the said CHARLES E.COFFER as collateral security to said notes, and to pay all taxes when due; and the said GLOVER HORACE BINKLEY AND WIFE FLOSSIE MAI ~~XXX~~ BINKLEY agree that if THEY fail to keep the said BUILDING insured or to pay any taxes as agreed, the said CHARLES E.COFFER, 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 GLOVER HORACE BINKLEY AND WIFE FLOSSIE MAI JOY BINKLEY shall fail to repay any premium or taxes and interest within ~~XXXXXXXXXXXXXXXXXXXX~~ ~~XXXXXTWO~~ months from the payment thereof by the said CHARLES E.COFFER, such failure shall render all of said notes due at the expiration of such time.

The said GLOVER HORACE BINKLEY AND WIFE FLOSSIE MAI JOY BINKLEY. further agree that if said notes become due upon any contingency hereinbefore stated, the said CHARLES E.COFER, , 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 GLOVER HORACE BINKLEY AND WIFE FLOSSIE MAI JOY BINKLEY, or THEIR legal representative.

The said GLOVER HORACE BINKLEY AND WIFE FLOSSIE MAI JOY BINKLEY further agree that the said CHARLES E.COFFER, may execute the power of sale herein contained without giving bond or taking oath; that the said CHARLES E.COFFER, , or the lawful owner of any of the notes herein secured, may bid at any sale under said power; and that if the said CHARLES E.COFFER, 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 CHARLES E.COFFER and the said GLOVER HORACE BINKLEY AND WIFE ,FLOSSIE MAI JOY BINKLEY 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 GLOVER HORACE BINKLEY ,ET UX. 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 will become tenant at will of the purchaser from and after day of sale.

In Witness Whereof, I, hereunto set MY signature, this day of 1926,

CHARLES E.COFFER.

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

This 20TH day of JULY 1926.

GLOVER HORACE BINKLEY
FLOSSIE MAI JOY BINKLEY.

~~ACKNOWLEDGEMENT BEFORE NOTARY PUBLIC.~~

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, ERNEST W.BENZ, a Notary Public in and for said County and State, the within named CHARLES E.COFFER (A WIDOWER) the bargainor, with whom I am personally acquainted, and who ~~AND GLOVER HORACE BINKLEY AND WIFE FLOSSIE MAI JOY BINKLEY~~ acknowledged that HE executed the within instrument for the purposes therein contained.

And FLOSSIE MAI JOY BINKLEY WIEF, of the said GLOVER HORACE BINKLEY having appeared before me privately and apart from HER husband, the said FLOSSIE MAI JOY BINKLEY, acknowledges the execution of the said instrument to have been done by HER freely, voluntarily, and understandingly, without compulsion or constrain from HER said husband, and for the purposes therein expressed.

Witness my hand and official seal, at Nashville, Tennessee, this 20TH day of JULY, 1926.

(Seal) EARNEST W.BENZ, Notary Public.

MY COMMISSION EXPIRES JULY 22 ND . 1926.AT 9-40 A.M.

RECEOVED JULY 22 ND .1926. AT 9-40 A.M.