NUMBER 11049

C.D.BENNETT ET UX TO DEED JOHN O'DONNELL PENTECOST ET UX.

FOR AND IN CONSIDERATION of the sum of FIFTY ONE HUNDRED ($5100.00) DOLLARS, paid and to be paid by JOHN O'DONNELL PENTECOST AND WIFE HENRIETTA JOSEPHINE PENTECOST. as follows: SIX HUNDRED ($600.00) Dollars cash, the receipt of which is hereby acknowledged, and XXXXXXX XXXXXXXXXXX THE ASSUMPTION OF A NOTE FOR $1800.00 AND INTEREST NOTES HEREIN DESCRIBED AND FOR THE REMAINDER THE SAID JOHN ODONNELL PENTECOST AND WIFE HENRIETTA JOSEPHINE PENTECOST

ha VE executed 76 promissory note S for THIRTY FIVE ($35.00) AND ONE THE LAST TO MATURE FOR ($40.00) DOLLARS, Dollars each of even date herewith, payable to the order of C.D.BENNETT AND MARY BLANCHE BENNETT, and bearing six per cent interest from DATE with lien retained on the property herein conveyed to secure their payment. The first one of said notes falls due ON OR BEFORE APRIL 15,192 7 and the others MONTHLY ,ONE MATURING ON OR BEFORE THE 15TH DAY OF EACH MONTH thereafter until all are paid.

WE C.D.BENNETT AND WIFE MARY BLANCHE BENNETT

have bargained and sold, and by these presents do transfer and convey, unto the said JOHN O'DONNELL PENTECOST AND WIFE HENRIETTA JOSEPHINE PENTECOST THEIR heirs and assigns, a certain tract or parcel of land in DAVIDSON County, State of Tennessee, as follows:

LOT NO. 38 ,PART OF BLOCK "B" ON THE PLAN OF PRIEST HOME PLACE ,AS OF RECORD IN PLAN BOOK NO 161 ,PAGE 102 IN THE REGISTERS OFFICE OF DAVIDSON COUNTY ,TENNESSEE.

SAID LOT NO. 38 FRONTS 50 FEET ON THE NORTHERLY SIDE OF FATHERLAND ,FORMERLY VAN,SINDERIN AND RUNS BACK BETWEEN PARALLEL LINES 150 FEET TO AN ALLEY.

THIS IS THE SAME PROPERTY CONVEYED TO C.D. BENNETT AND WIFE MARY BLANCHE BENNETT BY DEED FROM N.C.PHILLIPS AND OTHERS DATED MAY 5, 1921 ,AND RECORDED IN BOOK 564, PAGE REGISTERS OFFICE OF DAVIDSON COUNTY , TENN.

THE ABOVE MENTIONED INDEBTEDNESS OF $1800.00 ASSUMED BY JOHN O'DONNELL PENTECOST AND WIFE HENRIETTA JOSEPHINE PENTECOST IS REPRESENTED BY A PRINCIPAL NOTE FOR $1800.00 MATURING MARCH 14, 1930, AND INTEREST NOTES MATURING SEMI-ANNUALLY ,ALL DATED MARCH 14TH 1927 ,AND SECURED BY A DEED OF TRUST OF SAME DATE ,COVERING THE REAL ESTATE HEREIN CONVEYED ,FROM C.D.BENNETT AND WIFE MARY BLANCHE BENNETT TO A.B.BENEDICT ,VICE PRESIDENT ,TRUSTEE , OF RECORD IN BOOK 705, PAGE 565 R.O.D.C. 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 JOHN ODONNELL PENTECOST AND WIFE HENRIETTA JOSEPHINE PENTECOST. THEIR heirs and assigns, forever. And WE do covenant with the said JOHN ODONNELL PENTECOST AND WIFE HENRIETTA JOSEPHINE PENTECOST 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 EXCEPT BY THE INDEBTEDNESS ASSUMED ABOVE ,AND THE STATE COUNTY, AND CITY TAXES FOR 1927 ASSUMED BY THE PURCHASERS

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 JOHN OD'ONNELL PENTECOST AND WIFE HENRIETTA JOSEPHINE PENTECOST. 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 C.D.BENNETT AND WIFE MARY BLANCHE BENNETT and JOHN ODONNELL PENTECOST AND WIFE HENRIETTA JOSEPHINE PENTECOST. 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.

I declare that I am the true and lawful holder of the within mortgage and hereby acknowledge the same in full. This 2nd day of June, 1934.

Attest: A.B.Benedict DEPUTY REGISTER

P.D.Bennett

The said JOHN ODONNELL AND HENRIETTA JOSEPHINE PENTECOST Agree to keep the BUILDINGS on property conveyed insured to the amount of THIRTY FIVE HUNDRED ($3500.00) Dollars, payable to the said A.B.BENEDICT ,TRUSTEE & 2ND. C.D.AND MARY BLANCHE BENNETT as collateral to said notes, and to pay all taxes when due; and the said JOHN OD'ONNELL PENTECOST AND HENRIETTA JOSEPHINE PENTECOST THEY fail to keep the said BUILDINGS insured or to pay any taxes as agreed, the said C.D.AND MARY BLANCHE BENNETT, 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 JOHN ODONNELL PENTECOST AND HENRIETTA JOSEPHINE PENTECOST shall fail to repay any premium or taxes and interest within TWO months from the payment thereof by the said C.D.BENNETT AND MARY BLANCHE BENNETT. such failure shall render all of said notes due at the expiration of such time.

The said JOHN ODONNELL PENTECOST AND HENRIETTA JOSEPHINE PENTECOST further agree that if said notes become due upon any contingency hereinbefore stated, the said C.D.BENNETT AND MARY BLANCHE BENNETT, or the lawful owner of said notes then unpaid, after advertising once a week for at least three weeks in some newspaper published in David on 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 JOHN ODONNELL PENTECOST AND WIFE HENRIETTA JOSEPHINE PENTECOST, or THEIR legal representative. S

The said JOHN ODONNELL PENTECOST AND WIFE HENRIETTA JOSEPHINE PENTECOS further agree that the said C.D.BENNETT AND MARY BLANCHE BENNETT may execute the power of sale herein contained without giving bond or taking oath; that the said C.D.AND MARY BLANCHE BENNETT or the lawful owner of any of the notes herein secured, may bid at any sale under said power; and that if the said C.D.AND MARY BLANCHE BENNETT 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 C.D.BENNETT AND MARY BLANCHE BENNETT and the said JOHN ODONNELL PENTECOST AND HENRIETTA JOSEPHINE PENTECOST. further agree that in the event of a sale of said property under and by virtue of this deed by the said JOHN ODONNELL PENTECOST AND WIFE HENRIETTA JOSEPHINE PENTECOST. 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.

In Witness Whereof, WE hereunto set OUR signature S, this 15TH day of MARCH 1927

C.D.BENNETT
MARY BLANCHE BENNETT

As evidence of OUR ratification and acceptance of the foregoing terms and conditions, WE JOHN ODONNELL PENTECOST AND WIFE HENRIETTA JOSEPHINE PENTECOST. join herein and subscribe OUR name S hereto.

This 15TH day of MARCH 1927.

JOHN ODONNELL PENTECOST.
HENRIETTA JOSEPHINE PENTECOST.

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, F.E.PENTECOST, a Notary Public in and for said County and State, the within named C.D.BENNETT AND WIFE MARY BLANCHE BENNETT AND the bargainor, with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And MARY BLANCHE BENNETT AND HENRIETTA JOSEPHINE PENTECOST. WIVES OF THE SAID C.D.BENNETT AND JOHN ODONNELL PENTECOST. of the said having appeared before me privately and apart from THEIR husband S, the said MARY BLANCHE BENNETT AND HENRIETTA JOSEPHINE PENTECOST. acknowledges the execution of the said instrument to have been done by THEM freely, voluntarily, and understandingly, without compulsion or constrain from THEIR said husband S and for the purposes therein expressed.

Witness my hand and official seal, at Nashville, Tennessee, this 16TH day of MARCH 1927.

(Seal) F.E.PENTECOST. Notary Public.

RECEIVED MARCH 17TH 1927 AT 10-48 A.M. MY COMMISSION EXPIRES APRIL 6TH, 1927.