NUMBER 80009 W.MCK.BRYAN TO ROBERT LINDSLEY ET UX ~~XX~~ RECORDED OCT. 16,1925

FOR AND IN CONSIDERATION of the sum of SEVENTY FIVE ($75) DOLLARS, paid and to be paid by ROBT.LINDSLEY as follows: NO Dollars cash, the receipt of which is hereby acknowledged, and for the remainder the said ROBERT AND MERINDA LINDSLEY,

~~for~~ ~~the~~ executed THEIR ~~promissory note for~~ MONTHLY NOTES IN IN THE SUM(S) OF FIVE DOLLARS EACH TO THE ORDER OF EACH NOTE INTEREST ON THE PRINCIPAL FOR A MONTH XN IS ADDED. ~~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 are paid.

I, N.MCKAY BRYAN

have bargained and sold, and by these presents do transfer and convey, unto the said ROBT. AND MERINDA LINDSLEY ~~their~~

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

BEING LOTS 19 AND 21 IN BLOCK P. AS SHOWN ON A MAP OF THE HADLEY BEND CITY SUBDIVISION OF THE HULME FARM IN THE 4TH CIVIL DISTRICT OF DAVIDSON COUNTY, WHICH MAPIS OF RECORD IN BOOK 421, PAGE 120 R.O.D.C., SAID LOTS BEING SAME DEEDED TO SAID N.MCKAY BRYAN BY THE ATLANTIC COAST REALTY CO.

TO HAVE AND TO HOLD the said tract or parcel of land with the appurtenances, estate, title, and interest thereto belonging, to the said ROBERT & MERINDA LINDSLEY THEIR heirs and assigns, forever. And I do covenant with the said ROBERT AND MERINDA LINDSLEY 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. And ---- do further covenant and bind ---- heirs and representatives to warrant and forever defend the title to said land to the said ----

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 ROBERT AND MERINDA LINDSLEY and XXX N.MCKAY BRYAN that if any of said notes shall at any time be unpaid, either in whole or in part ONE months after maturity, all of the notes shall thereupon become due.

The said ---- agree to keep the ---- on property conveyed insured to the amount of ---- Dollars, payable to the said ---- as collateral security to said notes, and to pay all taxes when due; and the said ROBERT AND MERINDA LINDSLEY further agree that if THEY fail to keep the said ~~XXMCKXXXBRYANX~~ N.MCKAY BRYAN insured or to pay any taxes as agreed, the said N.MCKAY BRYAN, 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 ROBERT & MERINDA LINDSLEY shall fail to repay any premium or taxes and interest within TWO months from the payment thereof by the said OWNER OF LAND NOTES MRXE such failure shall render all of said notes due at the expiration of such time.

The said ~~XXXXXXXXXXXXXXXX~~ ROBERT & MERINDA LINDSLEY further agree that if said notes become due upon any contingency hereinbefore stated, the said N.MCKAY BRYAN, 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 ROBERT & MERINDA LINDSLEY or THEIR legal representative.

The said ROBERT & MERINDA LINDSLEY further agree that the said OWNER OF SAID NOTES may execute the power of sale herein contained without giving bond or taking oath; that the said N.MCKAY BRYAN, or the lawful owner of any of the notes herein secured, may bid at any sale under said power; and that if the said OWNER OF SAID NOTES 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 OWNER OF SAID NOTES and the said ROBERT & MERINDA LINDSLEY 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 ROBT.& MERINDA LINDSLEY OR ANY ONE HOLDING UNDER THEM will become tenant at will of the purchaser from and after day of sale, ~~and all persons holding under them shall be and become 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 NY signature, this 28TH day of DEC.1921

N.MCKAY BRYAN

DAISY S.BRYAN

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

This 18 day of MARCH 1922

HIS
ROBERT X.LINDSLEY
MARK
MARINDA LINDSLEY

~~ACKNOWLEDGEMENT BEFORE NOTARY PUBLIC~~

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, JNO. F.WEAKLEY, a Notary Public in and for said County and State, the within named N.MCK. BRYAN & WIFE DAISY S. BRYAN AND ROBERT LINDSLEY AND WIFE MARINDA LINDSLEY, the bargainorS., with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And DAISY S.BRYAN & MARINDA LINDSLEY WIVES of the said N.MCK.BRYAN & THE SAID ROBT.LINDSLEY having appeared before me privately and apart from THEIR husbandS., the said DAISY S.BRYAN AND MARINDA LINDSLEY, acknowledges the execution of the said instrument to have been done by THEM freely, voluntarily, and understandingly, without compulsion or constraint from THEIR said husband S, and for the purposes therein expressed.

Witness my hand and official seal, at Nashville, Tennessee, this 18 dav of MARCH, 192 2

(Seal) JNO. F.WEAKLEY, Notary Public.

U.S.R.SNONE
REC'D.SEPT. 22,1925 AT 11;04 A.M.