NO. 1202 RECORDED MARCH 2, 1931. WM. KIRSTEIN ET UX/TO DALLAS E. ARRINGTON. ET UX

FOR AND IN CONSIDERATION of the sum of EIGHTEEN HUNDRED ($1800.00) DOLLARS, paid and to be paid by DALLAS E. ARRINGTON AND WIFE, ROSA L. ARRINGTON as follows: THREE HUNDRED Dollars cash, the receipt of which is hereby acknowledged, and for the remainder the said DALLAS E. ARRINGTON, AND WIFE, ROSA L. ARRINGTON

WE executed 75 promissory note S for TWENTY ($20.00) Dollars each of even date herewith, payable to the order of WM. KIRSTEIN AND WIFE CELESTE H. KIRSTEIN, and bearing six per cent interest from AUGUST 15, 1930, with lien retained on the property herein convcyed to secure their payment. The first one of said notes falls due JANUARY 15, 1931, and the others ONE EACH MONTH thereafter until all are paid

WM. KIRSTEIN, AND WIFE CELESTE H. KIRSTEIN have bargained and sold, and by these presents do transfer and convey, unto the said DALLAS E. ARRINGTON AND WIFE, ROSA L. ARRINGTON, THEIR heirs and assigns, a certain tract or parcel of land in DAVIDSON, County, State of Tennessee, as follows:

BEING LOT NO. 21 OF THE ALPINE TERRACE DIVISION, WHICH IS OF RECORD IN BOOK 421, PAGE 131, REGISTER'S OFFICE OF SAID COUNTY, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LINCOLN AND ALPINE AVENUE, THENCE WITH THE EASTERN MARGIN OF SAID AVENUE NORTHERLY NINETY-TWO AND ONE HALF (92.5) FEET TO THE SOUTHERLY MARGIN OF POWELL STREET, THENCE WITH THE SOUTHERLY MARGIN OF SAID STREET, NORTH 82° EAST TWO HUNDRED EIGHTY-ONE AND ONE HALF (281.5) FEET TO THE WESTERLY MARGIN OF AN ALLEY; THENCE WITH THE WESTERLY MARGIN OF SAID ALLEY SOUTHERLY TWO HUNDRED SEVENTY EIGHT (278) FEET, MORE OR LESS, TO A STAKE IN THE NORTH MARGIN OF LINCOLN STREET, THENCE WITH THE NORTH MARGIN OF SAID STREET, NORTH 58° WEST THREE HUNDRED EIGHTY ONE AND ONE HALF (381.5) FEET, MORE OR LESS, TO THE BEGINNING, BEING THE SAME LAND CONVEYED TO WM. KIRSTEIN AND WIFE, CELESTE H. KIRSTEIN, BY DEED OF H. E. SIMKIN, AND WIFE, JENNIE W. SIMKIN, AS OF RECORD IN BOOK 841, PAGE 52, R.O.D.C., TENNESSEE.

I declare that I am the true and lawful holder of the claim secured by the instrument within recorded, and hereby acknowledge the satisfaction thereof and discharge of the lien to secure the same in full. This ____ day of ____, 1934.

Attest: W. C. Baker, Register

TO HAVE AND TO HOLD the said tract or parcel of land with the appurtenances, estate, title, and interest therein belonging to the said DALLAS E. ARRINGTON AND WIFE, ROSA L. ARRINGTON, THEIR heirs and assigns, forever; and WE do covenant with the said DALLAS E. ARRINGTON AND WIFE, ROSA L. ARRINGTON that WE ARE lawfully seized and possessed of said land as aforesaid; 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 DALLAS E. ARRINGTON, AND WIFE, ROSA L. ARRINGTON, 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 DALLAS E. ARRINGTON, AND WIFE, ROSA L. ARRINGTON and WM. KIRSTEIN AND WIFE, CELESTE H. KIRSTEIN 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 DALLAS E. ARRINGTON AND WIFE ROSA L. ARRINGTON Agree to keep the BUILDINGS on property conveyed insured to the amount of EIGHT HUNDRED ($800.00) Dollars, payable to the said WM. KIRSTEIN AND WIFE, CELESTE H. KIRSTEIN, as collateral security to said notes, and to pay all taxes when due; and the said DALLAS E. ARRINGTON AND WIFE ROAS L. ARRINGTON further agree that if THEY fail to keep the said BUILDINGS insured or to pay any taxes as agreed, the said WM. KIRSTEIN AND WIFE, CELESTE H. KIRSTEIN, 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 DALLAS E. ARRINGTON AND WIFE ROSA L. ARRINGTON shall fail to repay any premium or taxes and interest within TWO months from the payment thereof by the said WM. KIRSTEIN AND WIFE, CELESTE H. KIRSTEIN such failure shall render all of said notes due at the expiration of such time.

The said DALLAS E. ARRINGTON AND WIFE ROSA L. ARRINGTON further agree that if said notes become due upon any contingency hereinbefore stated, the said WM. KIRSTEIN AND WIFE CELESTE H. KIRSTEIN, 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 vender's lien; and, last, any balance shall be paid to the said DALLAS E. ARRINGTON AND WIFE ROSA L. ARRINGTON, or THEIR legal representative.

The said DALLAS E. ARRINGTON AND WIFE ROSA L. ARRINGTON further agree that the said WM. KIRSTEIN AND WIFE, CELESTE H. KIRSTEIN may execute the power of sale herein contained without giving bond or taking oath; that the said WM. KIRSTEIN AND WIFE, CELESTE H. KIRSTEIN or the lawful owner of any of the notes herein secured, may bid at any sale under said power; and that if the said WM. KIRETEIN AND WIFE CELESTE H. KIRSTEIN 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 WM. KIRSTEIN AND WIFE CELESTE H. KIRSTEIN and the said DALLAS E. ARRINGTON AND 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~~ WIFE, ROSA L. ARRINGTON 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 pur~~chaser 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, WE hereunto set OUR signature S, this 15TH day of AUGUST, 1930.

WM. KIRSTEIN
CELESTE H. KIRSTEIN

W. C. HORNUNG (WITNESS)

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

This 28 day of AUGUST, 1930.

DALLAS E. ARRINGTON
ROSA L. ARRINGTON

ACKNOWLEDGMENT BEFORE NOTARY PUBLIC.

STATE OF ~~TENNESSEE~~ NEBRASKA, ~~DAVIDSON~~ LANCASTER COUNTY.

Personally appeared before me, W. C. HORNUNG, a Notary Public in and for said County and State, the within named WM. KIRSTEIN AND CELESTE H. KIRSTEIN HUSBAND AND WIFE, the bargainor S, with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And CELESTE H. KIRSTEIN, WIFE of the said WM. KIRSTEIN having appeared before me privately and apart from HER husband, the said CELESTE H. KIRSTEIN, acknowledges the execution of the said instrument to have been done by HER freely, voluntarily, and understandingly, without compulsion or constraint from HER said husband, and for the purposes therein expressed.

Witness my hand and official seal, at ~~Office~~ Lincoln, this 15TH day of AUGUST, 1930.

LINCOLN, NEBRASKA.

(Seal) W. C. HORNUNG, Notary Public.

MY COM. EXPIRES JULY 25, 1931.

STATE OF TENNESSEE, DAVIDSON COUNTY.

PERSONALLY APPEARED BEFORE ME, FRED K. JONES, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, THE WITHIN NAMED, DALLAS E. ARRINGTON AND WIFE ROSA L. ARRINGTON, TWO OF THE BARGAINORS, WITH WHOM I AM PERSONALLY ACQUAINTED, AND WHO ACKNOWLEDGED THAT THEY EXECUTED THE WITHIN INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED.

AND ROSA L. ARRINGTON, WIFE OF THE SAID DALLAS E. ARRINGTON, HAVING APPEARED BEFORE ME PRIVATELY AND APART FROM HER HUSBAND, THE SAID ROSA L. ARRINGTON ACKNOWLEDGED THE EXECUTION OF THE SAID INSTRUMENT TO HAVE BEEN DONE BY HER FREELY, VOLUNTARILY, AND UNDERSTANDINGLY, WITHOUT COMPULSION OR CONSTRAINT FROM HER SAID HUSBAND, AND FOR THE PURPOSES THEREIN EXPRESSED.

WITNESS MY HAND AND OFFICIAL SEAL AT NASHVILLE, TENNESSEE, THIS 28 DAY OF AUGUST, 1930.

MY COM. EXPIRES OCT. 12, 1931. (SEAL) FRED K. JONES, NOTARY PUBLIC

RECEIVED MARCH 2, 1931, AT 10:45 A. M.

EVANS-NASHVILLE