2554 RECORDED APRIL 8, 1931 J. O. ECKHARDT ET UX TO JAMES GOODE ET UX.

FOR AND IN CONSIDERATION of the sum of TWENTY FIVE HUNDRED DOLLARS ($2500.00) ~~DOLLARS~~, paid and to be paid ~~by~~ AS HEREINAFTER STATED WE, J. O. ECKHARDT AND WIFE MINNIE ECKHARDT ~~as follows:~~ HAVE THIS DAY BARGAINED AND SOLD AND DO HEREBY TRANSFER AND CONVEY UNTO JAMES GOODE AND WIFE MARGARET GOODE THEIR HEIRS AND ASSIGNS, A CERTAIN PARCEL OF REAL ESTATE, SITUATE IN DAVIDSON COUNTY, TENNESSEE, AND FURTHER DESCRIBED AS FOLLOWS:

~~Dollars, the receipt of which is hereby acknowledged, and for the~~

~~he executed promissory notes 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~~ ~~(herein 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:

BEING IN THE CENTER OF A COUNTY ROAD, AT MICHAEL WELSH'S NORTHWEST CORNER OF A 30.86 ACRE TRACT; RUNNING THENCE WITH WELSH'S NORTH LINE, SOUTH 71° EAST, PASSING THROUGH THE CENTER OF STONE SPRING HOUSE, IN ALL 38.6 POLES TO A STAKE IN THE LINE BETWEEN LOTS "B" AND "C", ALSO BEING BOHN REYNOLDS WEST LINE; THENCE WITH THE LINE BETWEEN SAID TWO LOTS AND WITH JOHN REYNOLDS WEST LINE, NORTH 29½° EAST, 20.8 POLES TO A BEECH; NORTH 39 3/4° EAST 20.72 POLES TO A STAKE, JOHN HOLT'S SOUTHEAST CORNER; THENCE WITH HOLT'S SOUTH LINE, NORTH 68 3/4° WEST 45.3 POLES TO THE CENTER OF THE COUNTY ROAD; THENCE WITH THE CENTER OF SAID ROAD, SOUTH 23° WEST 33.52 POLES; SOUTH 32° WEST 8 POLES TO THE BEGINNING, CONTAINING 10.66 ACRES; MORE OR LESS, AND BEING PART OF THE SAME LAND CONVEYED BY VELL HOLT AND WIFE TO J. O. ECKHARDT AND WIFE, MINNIE, BY DEED OF RECORD IN BOOK 504 PAGE 574, REGISTERS OFFICE FOR DAVIDSON COUNTY, TENNESSEE.

THE SAID CONVEYEES HAVE PAID EIGHT HUNDRED ($800.00) DOLLARS OF SAID CONSIDERATION IN CASH, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, AND FOR THE BALANCE HAVE EXECUTED SIX (6) NOTES TO J. O. ECKHARDT AND WIFE, MINNIE ECKHARDT, 5 FOR $300.00 EACH AND ONE FOR $200.00 DOLLARS DATED MARCH 25 1931. THE FIRST OF WHICH IS PAYABLE ONE YEAR FROM DATE AND ONE OF WHICH IS PAYABLE AT THE EXPIRATION OF EVERY YEAR THEREAFTER UNTIL ALL MATURE. TO SECURE ALL OF SAID NOTES A LIEN ON THE PROPERTY ~~HEREIN~~ HEREIN CONVEYED IS HEREBY RESERVED. THE SAID J. O. ECKHARDT AND WIFE MINNIE ECKHARDT HEREBY COVENANT THAT THEY ARE SEIZED AND POSSESSED OF SAID REAL ESTATE, HAVE A GOOD RIGHT TO CONVEY AND THAT THE SAME IS UNINCUMBERED AND WARRANT THE TITLE AGAINST THE CLAIMS OF ALL PERSONS; BUT THIS CONVEYANCE IS UPON THE FOLLOWING CONDITIONS WHICH ARE A PART OF THE CONSIDERATION HEREOF, WITHOUT WHICH THIS CONVEYANCE WOULD NOT BE MADE, VIZ:

TO HAVE AND TO HOLD the said tract or parcel of land with the appurtenances, estate, title, and interest thereto belonging, to the said heirs and assigns, forever. And ~~do~~ covenant with the said ~~that~~ 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 ~~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. O. ECKHARDT AND WIFE MINNIE ECKHARDT and JAMES GOODE AND WIFE MARGARET GOODE that if any of said notes shall at any time be unpaid, either in whole or in part TWO (2) months after maturity, all of the notes shall thereupon become due.

The said JAMES GOODE AND WIFE MARGARET GOODE Agree to keep the DWELLING AND OUTHOUSES on property conveyed insured to the amount of ONE THOUSAND Dollars, payable to the said J. O. ECKHARDT AND WIFE MINNIE ECKHARDT as collateral security to said notes, and to pay all taxes when due; and the said JAMES GOODE AND WIFE MARGARET GOODE further agree that if THEY fail to keep the said PROPERTY insured or to pay any taxes as agreed, the said J. O. ECKHARDT AND WIFE MINNIE ECKHARDT, or the lawful holder of said notes, may have the buildings 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 JAMES GOODE AND WIFE MARGARET GOODE shall fail to repay any premium or taxes and interest within TWO months from the payment thereof by the said J. O. ECKHARDT ET UX such failure shall render all of said notes due at the expiration of such time.

The said JAMES GOODE AND WIFE MARGARET GOODE further agree that if said notes become due upon any contingency hereinbefore stated, the said J. O. ECKHARDT AND WIFE MINNIE ECKHARDT, 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 JAMES GOODE AND WIFE MARGARET GOODE, or THEIR legal representative.

INCLUDING REASONABLE ATTORNEYS FEES.

The said JAMES GOODE AND WIFE MARGARET GOODE further agree that the said J. O. ECKHARDT AND WIFE MINNIE ECKHARDT ~~may execute the~~ maybe executed power of sale ~~herein contained~~, without giving bond or taking oath; that the said ~~sale~~ Person Who makes the Sale, or the lawful owner of any of the notes herein secured, may bid at any sale under said power; and that if the ~~said~~ Purchaser 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~~ Purchaser and the said JAMES GOODE AND MARGARET GOODE 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 UNDER THE POWER HEREIN RESERVED THEY OR ANY OTHER PERSON OR PERSONS HOLDING THROUGH OR UNDER THEM SHALL THEREUPON AT ONCE BECOME THE TENANTS AT WILL OF THE PURCHASER SUBJECT TO REMOVAL BY PROCESS OF UNLAWFUL DETAINER AND THAT HE OR THEY WILL PAY THE PURCHASER THE REASONABLE RENTAL VALUE OF THE PREMISES FOR THE TIME INTERVENTING BETWEEN THE SALE AND THE GIVING OF POSSESSION AND THAT HE OR THEY WILL AT ANY TIME GIVE POSSESSION ON DEMAND OF THE 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 SAID CONVEYORS hereunto set OUR signature S, this 25 day of MARCH 1931.

J. O. ECKHARDT
MINNIE ECKHARDT

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

This 25 day of MARCH 1931.

JAMES GOODE
MARGARET GOODE

STATE OF TENNESSEE, DAVIDSON COUNTY. TIM WHITE

Personally appeared before me, ____, a Notary Public in and for said County and State, the within named J. O. ECKHARDT AND WIFE MINNIE ECKHARDT, the bargainor S, with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And MINNIE ECKHARDT WIFE OF of the said J. O. ECKHARDT having appeared before me privately and apart from HER husband, the said J. O. ECKHARDT, 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 Nashville, Tennessee, this 25 day of MARCH, 1931.

MY COMMISSION EXPIRES OCT. 12, 1931. (Seal) TIM WHITE, Notary Public.

STATE OF TENNESSEE)
DAVIDSON COUNTY)

PERSONALLY APPEARED BEFORE ME H. M. CLUNAN A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE THE WITHIN NAMED JAMES GOODE AND WIFE MARGARET GOODE THE BARGAINORS, WITH WHOM I AM PERSONALLY ACQUAINTED AND WHO ACKNOWLEDGED THAT THEY EXECUTED THE WITHIN INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED. AND MARGARET GOODE WIFE OF THE SAID JAMES GOODE HAVING APPEARED BEFORE ME, PRIVATELY AND APART FROM HER HUSBAND THE SAID MARGARET GOODE 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 7TH DAY OF APRIL 1931.
(SEAL) H. M. CLUNAN, NOTARY PUBLIC.

MY COMMISSION EXPIRES APRIL 5TH, 1932.
RECEIVED ARRIL 7, 1931 AT 11;09 A. M.

THOS-NASHVILLE