NUMBER 12113 RECORDED JAN. 21, 1939.

THOS. S. HOLDER, ET UX., TO JAMES PERRY JOHNSON ET UX.

V. I.A.E.

FOR AND IN CONSIDERATION of the sum of FOURTEEN HUNDRED ($1400.00) DOLLARS, paid and to be paid by JAMES PERRY JOHNSON & WIFE, as follows: THREE HUNDRED AND TEN ($310.00) Dollars cash, the receipt of which is hereby acknowledged, and for the remainder the said JAMES PERRY JOHNSON AND WIFE, ALTHA JOHNSON,

haVE executed 90 promissory noteS for TWELVE ($12.00) EACH & ONE FOR $10.00 Dollars each of even date herewith, payable to the order of THOS.S.HOLDER & WIFE, and bearing six per cent interest from JANUARY 20, 1937., with lien retained on the property herein conveyed to secure their payment. The first one of said notes falls due FEBY.20, 1937, and the others ON THE 20 DAY OF EACH MONTH thereafter until all are paid.

(JOHNSON AND WIFE AGREES TO PAY 1937 TAX)

WE, THOS.S.HOLDER & WIFE, SARAH HOLDER have bargained and sold, and by these presents do transfer and convey, unto the said JAMES PERRY JOHNSON & WIFE ALTHA JOHNSON, THEIR heirs and assgins, a certain tract or parcel of land in DAVIDSON, County, State of Tennessee, as follows:

BEING LOT NO. 4 (FOUR) IN D.V. SEAY'S, SUBDIVISION OF PART OF LOT NO.12 HARDING LYTLE TRACT, AS APEARS IN BOOK 161, PAGE 69 R.O.D.C.TENNESSEE. THE SAID LOT NO.4 FRONTS 50 FEET ON THE SOUTH SIDE OF MORENA STREET. AND RUNS BACK BETWEEN PARALLEL LINES 143½ FEET TO AN ALLEY IN THE REAR & BEING THE SAME PROPERTY CONVEYED TO THOMAS S.HOLDER BY DEED OF FRED M. SHEFFIELD, WHICH DEED IS OF RECORD IN BOOK NO.832 PAGE 200, R.O.D.C.TENNESSEE.

I declare that I am the true and lawful holder of the claim secured by the instrument and that the same is due in full. This 3 day of Oct. 1938

Thos. S. Holder, Owner

adm. Est

TO HAVE AND TO HOLD the said tract or parcel of land with the appurtenances, estate, title, and interest thereto belonging, to the said JAMES PERRY JOHNSON AND WIFE, ALTHA JONNSON, THEIR heirs and assigns, forever. And WE do covenant with the said JAMES PERRY JOHNSON & WIFE, ALTHA JOHNSON 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

And WE do further covenant and bind OURSELVES, heirs and representatives to warrant and forever defend the title to said land to the said JAMES PERRY JOHNSON AND WIFE, ALTHA JOHNSON, 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 THOS.S.HOLDER AND WIFE, SARAH HOLDER and JAMES PERRY JOHNSON & WIFE, ALTHA JOHNSON that if any of said notes shall at any time be unpaid, either in whole or in part TWO months after maturity, all of the notes shall thereupon become due.



The said JAMES P.JOHNSON & WIFE, ALTHA JOHNSON, Agree S to keep the HOUSE on property conveyed insured to the amount of SEVEN HUNDRED & FIFTY ($750.00) Dollars, payable to the said THOS.S.HOLDER, as collateral security to said notes, and to pay all taxes when due; and the said JAMES P.JOHNSON & WIFE, further agree S that if THEY fail S to keep the said HOUSE insured or to pay any taxes as agreed, the said THOS.S.HOLDER, 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 JAMES P.JOHNSON shall fail to repay any premium or taxes and interest within TWO months from the payment thereof by the said THOS.S.HOLDER such failure shall render all of said notes due at the expiration of such time.

The said JAMES PERRY JOHNSON, further agree S that if said notes become due upon any contingency hereinbefore stated, the said THOS.S.HOLDER, 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 PERRY JOHNSON, or HIS legal representative.

The said JAMES PERRY JOHNSON further agree S that the said THOS.S.HOLDER may execute the power of sale herein contained without giving bond or taking oath; that the said THOS.S.HOLDER, or the lawful owner of any of the notes herein secured, may bid at any sale under said power; and that if the said THOS.S.HOLDER 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 THOS.S.HOLDER, and the said JAMES PERRY JOHNSON, further agree that in the event of a sale of said property under and by virtue of this deed, then the said THOS.S.HOLDER ~~purchaser may re-enter and take possession of the property without hindrance or delay and the said~~ HIM ~~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, WE hereunto set OUR signature S, this 20 day of JANUARY, 1937.

THOS.S.HOLDER

SARAH HOLDER

As evidence of OUR ratification and acceptance of the foregoing terms and conditions, WE, JAMES PERRY JOHNSON & WIFE, ALTHA JOHNSON join herein and subscribe OUR name S hereto.

This 20 day of JANUARY, 1937.

JAMES PERRY JOHNSON

ALTHA JOHNSON.

ACK BEFORE N P

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, AMBROSE BENNETT, a Notary Public in and for said County and State, the within named THOS.S.HOLDER, SARAH HOLDER, JAMES PERRY JOHNSON AND ALTHA JOHNSON, the bargainor S, with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And SARAH HOLDER AND ALTHA JOHNSON, WIVES, of the said THOS.S.HOLDER AND JAMES PERRY JOHNSON, having appeared before me privately and apart from THEIR husbandS, the said THOS.S.HOLDER AND JAMES PERRY JOHNSON, acknowledges the execution of the said instrument to have been done by THEM freely, voluntarily, and understandingly, without compulsion or constraint from THEIR said husbandS, and for the purposes therein expressed.

Witness my hand and official seal, at Nashville, Tennessee, this 20th day of JANUARY 1937. ~~192~~

(Seal) AMBROSE BENNETT, Notary Public.

MY COM.EX. APRIL 9, 1938.

U&SCR.S. $1.50.

RECD JAN.20, 1939 AT 2:25 P M

MM

SWING-NASHVILLE