NUMBER 32183 RECORDED JAN. 27, 1940. W. C. MONCRIEF & CO. TO LUKE M. MEECE, ET UX.

FOR AND IN CONSIDERATION of the sum of TWENTY-TWO HUNDRED SEVENTY-TWO AND 50/100 DOLLARS, paid and to be paid by LUKE M. MEECE AND WIFE, BEATRICE MEECE, as follows: $100.00 Dollars cash, the receipt of which is hereby acknowledged, and for the remainder the said LUKE M. MEECE AND WIFE, BEATRICE MEECE

ha VE executed 87 promissory note S for 86 FOR $25.00 EACH AND 1 FOR $22.50 DOLLARS

Dollars cash of even date herewith, payable to the order of W. C. MONCRIEF & CO., INC., 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 FIVE MONTHS AFTER DATE, and the others ONE EACH SUCCEEDING MONTH thereafter until all are paid.

W. C. MONCRIEF & CO. INC. A CORPORATION, HAS ~~have~~ DOES bargained and sold, and by these presents do transfer and convey, unto the said LUKE M. MEECE AND WIFE, BEATRICE MEECE, THEIR heirs and assgins, a certain tract or parcel of land in DAVIDSON, County, State of Tennessee, as follows:

BEING LOT NO. 105 ON THE MAP OF THE SUBDIVISION OF RAYON CITY DEVELOPMENT COMPANY, OF RECORD IN PLAN BOOK NO. 843, PAGE 13, R.O.D.C.

SAID LOT FRONTS 50 FEET ON THE SOUTHERLY SIDE OF LINDBERGH DRIVE AND RUNS BACK BETWEEN PARALLEL LINES, 150 FEET TO A DEAD LINE, AND MEASURES 50 FEET IN THE REAR, BEING PART OF THE SAME PROPERTY CONVEYED TO W. C. MONCRIEF & CO. INC. BY DEED FROM EZRA B. GREGORY AND WIFE, OF RECORD IN BOOK 1110, PAGE 440, R.O.D.C.

SAID LOT IS SUBJECT TO CERTAIN RESTRICTIONS, COVENANTS AND CONDITIONS, IN ORIGINAL DEED TO W. C. MONCRIEF & CO. INC. BY EZRA B. GREGORY AND WIFE.

I declare that I am the true and lawful holder of the claim secured by the instrument within recorded, and hereby acknowledge it satisfied thereof and discharge of the lien to secure the same in full. This 1st day of February 1940

Witness: Frances Howard

TO HAVE AND TO HOLD the said tract or parcel of land with the appurtenances, estate, title, and interest thereto belonging, to the said LUKE M. MEECE AND WIFE, BEATRICE MEECE, THEIR heirs and assigns, forever. And WE do covenant with the said LUKE M. MEECE AND WIFE, BEATRICE MEECE that IT IS ~~HAS~~ lawfully seized and possessed of said land in fee simple, ~~have~~ a good right to convey it, and the same is unincumbered SUCCESSORS AND ASSIGNS

And IT DOES ~~do~~ further covenant and bind ITSELF, IT'S ~~heirs and representatives~~ to warrant and forever defend the title to said land to the said LUKE M. MEECE AND WIFE, BEATRICE MEECE, 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 expresaly agreed by and between the said W. C. MONCRIEF & CO. INC. and LUKE M. MEECE AND WIFE, BEATRICE MEECE, that if any of said notes shall at any time be unpaid, either in whole or in part ---- months after maturity, all of the notes shall thereupon become due.

The said LUKE M. MEECE AND WIFE, BEATRICE Agree to keep the BUILDINGS on property conveyed insured to the amount of TWO THOUSAND Dollars, payable to the said W. C. MONCRIEF & CO. INC., as collateral security to said notes, and to pay all taxes when due; and the said LUKE M. MEECE AND WIFE BEATRICE MEECE further agree that if THEY fail to keep the said BUILDINGS insured or to pay any taxes as agreed, the said W. C. MONCRIEF & CO. INC., 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 LUKE M. MEECE AND WIFE, BEATRICE MEECE, shall fail to repay any premium or taxes and interest within TWO months from the payment thereof by the said W. C. MONCRIEF & CO. INC. such failure shall render all of said notes due at the expiration of such time.

The said LUKE M. MEECE AND WIFE, further agree that if said notes become due upon any contingency hereinbefore stated, the said W. C. MONCRIEF & CO. INC., 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~~ FRONT 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 LUKE M. MEECE AND WIFE, BEATRICE MEECE, or THEIR legal representative.

The said LUKE M. MEECE AND WIFE, BEATRICE MEECE, further agree that the said W. C. MONCRIEF & CO. INC., may execute the power of sale herein contained without giving bond or taking oath; that the said W. C. MONCRIEF & CO., INC., or the lawful owner of any of the notes herein secured, may bid at any sale under said power; and that if the said W. C. MONCRIEF & CO. INC., 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 W. C. MONCRIEF & CO. INC. and the said LUKE M. MEECE AND WIFE, BEATRICE MEECE 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 LUKE M. MEECE AND WIFE, BEATRICE MEECE 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 16TH day of JANUARY, 1940.

W. C. MONCRIEF & CO. INC
W. C. MONCRIEF, PRES.

As evidence of OUR ratification and acceptance of the foregoing terms and conditions, WE, LUKE M. MEECE AND WIFE, BEATRICE MEECE, join herein and subscribe OUR name S hereto.

This 16TH day of JANUARY, 1940.

LUKE M. MEECE
BEATRICE MEECE

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, X, a Notary Public in and for said County and State, the within named X, the bargainor, with whom I am personally acquainted, and who acknowledged that X executed the within instrument for the purposes therein contained.

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

Witness my hand and official seal, at Nashville, Tennessee, this ---- day of ----, 192---

(Seal) ----, Notary Public.

X

STATE OF TENNESSEE,
COUNTY OF DAVIDSON.

BEFORE ME, GEO. T. SAIN, A NOTARY PUBLIC IN AND FOR THE STATE AND COUNTY AFORESAID, PERSONALLY APPEARED W. C. MONCRIEF, WITH WHOM I AM PERSONALLY ACQUAINTED, AND WHO, UPON OATH ACKNOWLEDGED HIMSELF TO BE THE PRESIDENT OF W. C. MONCRIEF & COMPANY, INC., THE WITHIN NAMED BARGAINOR, A CORPORATION, AND THAT HE AS SUCH PRESIDENT, BEING AUTHORIZED SO TO DO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED, BY SIGNING THE NAME OF THE CORPORATION BY HIMSELF AS PRESIDENT.

WITNESS MY HAND AND OFFICIAL SEAL, AT OFFICE IN GOODLETTSVILLE, TENNESSEE, THIS 16TH. DAY OF JANUARY, 1940.

(SEAL) GEO. T. SAIN,
NOTARY PUBLIC.

MY COM. EXPIRES JULY 14TH. 1943.

[illegible]
ACKNOWLEDGMENT BEFORE NOTARY PUBLIC.
STATE OF TENNESSEE, DAVIDSON COUNTY.
PERSONALLY APPEARED BEFORE ME, GEO. T. SAIN, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, THE WITHIN NAMED LUKE M. MEECE AND WIFE, BEATRICE MEECE, THE BARGAINORS, WITH WHOM I AM PERSONALLY ACQUAINTED, AND WHO ACKNOWLEDGED THAT THEY EXECUTED THE WITHIN INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED.
WITNESS MY HAND AND OFFICIAL SEAL, AT GOODLETTSVILLE, TENNESSEE, THIS 16TH. DAY OF JANUARY, 1940.

(SEAL) GEO. T. SAIN,
NOTARY PUBLIC.

MY COM. EXPIRES JULY 14TH, 1943.
U.S.R.S. $2.50.
RECEIVED JAN. 27, 1940, AT 9:58 A.M.

EWING-NASHVILLE