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NUMBER 62135 RECORDED JUNE 19, 1946

ALBERT CARNEY ET UX---TO---OPHELIA KINNARD A WIDOW.

BOOK 721

FOR AND IN CONSIDERATION of the sum of THREE HUNDRED FIETY ($350.00) DOLLARS, paid and to be paid by OPHELIA KINNARD as follows: ONE HUNDRED TEN Dollars cash, the receipt of which is hereby acknowledged, and for the remainder the said OPHELIA KINNARD

ha S executed 12 promissory note S for TWENTY ($20.00) Dollars each of even date herewith, payable to the order of ALBERT CARNEY, and bearing six per cent interest from APR.16-1945, with lien retained on the property herein conveyed to secure their payment. The first one of said notes falls due MAY 16-1945, and the others ONE ON THE 16TH OF EACH SUCCEEDING MONTH thereafter until all are paid.

WE, ALBERT CARNEY AND WIFE, LESSIE MAI CARNEY have bargained and sold, and by these presents do transfer and convey, unto the said OPHELIA KINNARD HER heirs and assgins, a certain tract or parcel of land in DAVIDSON, County, State of Tennessee, as follows:

BEING LOT NO. 133 IN THE BUENA VISTA HEIGHTS ADDITION A PLAN OF WHICH IS OF RECORD IN BOOK NO.161, PAGE 19, R.O.D.C. TENNESSEE. SAID LOT NO. 113 FRONTS 50 (FIFTY) FEET ON THW WESTERLY SIDE OF BOSLEY AVENUE AND EXTENDS BACK BETWEEN PARALLEL LINES 150 FEET TO AN ALLEY AND IS SAME LOT CONVEYED TO ME BY DEED AS OF RECORD IN BOOK NO. 596 PAGE 594 SAID REGISTER'S OFFICE. AND BEING THE SAME PROPERTY CONVEYED TO ALBERT CARNEY BY HATTIE JACKSON AS OF RECORD IN BOOK NO. 873 PAGE 369 R.O.D.C. TENN. TO WHICH REFERENCE IS HERE MADE

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 6 day of Dec 1957

Mrs Ophelia Carney

T B Wilson DEPUTY REGISTER

TO HAVE AND TO HOLD the said tract or parcel of land with the appurtenances, estate, title, and interest thereto belonging, to the said OPHELIA KINNARD, HER heirs and assigns, forever. And WE do covenant with the said OPHELIA KINNARD 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 EXCEPT 1944 S. AND C. TAXES WHICH THE PURCHASER AGREES TO PAY.

And WE do further covenant and bind OURSELVES, HIS heirs and representatives to warrant and forever defend the title to said land to the said OPHELIA KINNARD HER 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 ALBERT CARNEY, AND LESSIE MAI CARNEY and OPHELIA KINNARD 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.

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The said OPHELIA KINNARD Agree S to keep the BUILDING on property conveyed insured to the amount of THREE HUNDRED Dollars, payable to the said ALBERT CARNEY as collateral security to said notes, and to pay all taxes when due; and the said OPHELIA KINNARD further agree S that if SHE fail to keep the said BUILDING insured or to pay any taxes as agreed, the said ALBERT CARNEY, 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 OPHELIA KINNARD shall fail to repay any premium or taxes and interest within TWO months from the payment thereof by the said ALBERT CARNEY such failure shall render all of said notes due at the expiration of such time.

The said OPHELIA KINNARD further agree S that if said notes become due upon any contingency hereinbefore stated, the said ALBERT CARNEY, 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 OPHELIA KINNARD, or HER legal representative.

The said OPHELIA KINNARD further agree S that the said ALBERT CARNEY may execute the power of sale herein contained without giving bond or taking oath; that the said ALBERT CARNEY, or the lawful owner of any of the notes herein secured, may bid at any sale under said power; and that if the said ALBERT CARNEY 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 ALBERT CARNEY and the said OPHELIA KINNARD further agree S 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 ALBERT CARNEY OPHELIA KINNARD HER 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.

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, this 16 day of APRIL 1945

ALBERT CARNEY

LESSIE MAI CARNEY

As evidence of MY ratification and acceptance of the foregoing terms and conditions, I, OPHELIA KINNARD join herein and subscribe MY name hereto.

This 16 day of APRIL, 1945

OPHELIA KINNARD.

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, MRS. A. H. MARTIN, a Notary Public in and for said County and State, the within named ALBERT CARNEY AND WIFE, LESSIE MAI CARNEY AND OPHELIA KINNARD, the bargainor S, with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

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

Witness my hand and official seal, at Nashville, Tennessee, this 16 day of APRIL, 1945

(Seal) MRS. A. H. MARTIN, Notary Public.

MY COMMISSION EXPIRES 8-29-1946

U.S.R.S.$0.55

RECEIVED JUNE 18, 1946 AT 11;36 A.M. A.C.

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