315 NUMBER 72828 RECORDED SEPT 1, 1946 WM. RICH ESTATE , S.L.RICH, ET ALS TO

721 GENE POPE

FOR AND IN CONSIDERATION of the sum of ONE THOUSAND AND SIXTY & NO/100 DOLLARS, paid and to be paid by GENE POPE as follows: FORTY & NO/00 Dollars cash, the receipt of which is hereby acknowledged, and for the remainder the said GENE POPE

ha S executed 85 promissory notes for TWELVE Dollars each of even date herewith, payable to the order of STELLA RICH, 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 FEB 1, 1920, and the others MONTHLY FOR EIGHTY FOUR (84) MONTHS thereafter 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:~~

WE, B. RICH AND STELLA RICH, EXECUTORS OF THE WILL OF WM.RICH DECEASED, AND B.RICH AND STELLA RICH INDIVIDUALLY AND HERMAN RICH, STANLEY L.RICH THRESA RICH BREYER , CELIA RICH, AMY RICH JOE RICH MORRICE RICH, CARRIE RICH & J.BREYER HAVE BARGAINED AND SOLD, AND BY THESE PRESENTS DO TRANSFER AND CONVEY UNTO THE SAID GEN POPE HEIRS AND ASSIGNS, A CERTAIN TRACT OR PARCEL OF LAND IN DAVIDSON COUNTY, STATE OF TENNESSEE, AS FOLLOWS:

LOT #6 IN JOHN LUMSDENS PLAN NO.2 AS RECORD IN BOOK 57 PAGE 116, IN THE REGISTERS OFFICE OF DAVIDSON CO. SAID LOT FRONTS 50 FEET ON THE EAST SIDE OF SOUTH MARKET ST NOW 2ND AVENUE SOUTH IN THE CITY OF NASHVILLE AND RUNS BACK EASTWARDLY AND BETWEEN PARALLEL LINES 120 FEET TO AN ALLEY AND THE RIGHT OF WAY OF THE NASHVILLE RAILWAY & LIGHT CO WITH RIGHT OF INGRESS AND EGRESS OVER SAID RIGHT OF WAY INTO THE ABOVE DESCRIBED PROPERTY AS RESERVED IN THE DEED FROM ALVIN A. BISHOP TO SAID RAILWAY & LIGHT CO AS OF RECORD IN BOOK 312 PAGE 49 R.O.D.C. THE WITHIN DESCRIBED PROPERTY IS THE SAME LOT #6 TO CONVEYED TO SAID BISHOP BY DEED DEED IN BOOK 288 PAGE 153 R.O.D.C. TO WHICH REFERENCE IS MADE.

TO HAVE AND TO HOLD the said tract or parcel of land with the appurtenances, estate, title, and interest thereto belonging, to the said GENE POPE heirs and assigns, forever. And WE do covenant with the said GENE POPE 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, OUR heirs and representatives to warrant and forever defend the title to said land to the said GENE POPE 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 B.RICH & STELLA RICH, EXECUTORS, AND B.RICH AND STELLA RICH, ~~CELIA RICH, AMY RICH, JOE RICH, MORRICE RICH CARRIE RICH AND~~ INDIVIDUALLY AND HERMAN RICH, STANLEY L.RICH, THRESA RICH BREYER J.BREYER and GENE POPE that if any of said notes shall at any time be unpaid, either in whole or in part THREE (3) months after maturity, all of the notes shall thereupon become due.

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#((AMY RICH, CARRIE RICH, HERMAN RICH, J.BREYER, STANLEY L.RICH THRESA RICH BREYER, CELIA RICH, JOE RICH & MORRICE RICH)

The said GENE POPE Agree S to keep the HOUSE on property conveyed insured to the amount of SIX HUNDRED (600.00/00) Dollars, payable to the said STELLA RICH, EXECUTRIX as collateral security to said notes, and to pay all taxes when due; and the said ~~XXXXXXXXXXXXXXXXXXXX~~ GENE POPE further agree that if HE fail S to keep the said HOUSE insured or to pay any taxes as agreed, the said STELLA RICH, 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 GENE POPE shall fail to repay any premium or taxes and interest within TWO months from the payment thereof by the said STELLA RICH such failure shall render all of said notes due at the expiration of such time.

The said GENE POPE further agree that if said notes become due upon any contingency hereinbefore stated, the said STELLA RICH, 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 GENE POPE, or ~~XXXX~~ legal representative.

The said GENE POPE further agree S that the said STELLA RICH may execute the power of sale herein contained without giving bond or taking oath; that the said STELLA RICH, or the lawful owner of any of the notes herein secured, may bid at any sale under said power; and that if the said STELLA RICH 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 STELLA RICH and the said GENE POPE 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 GENE POPE will become tenant at will of the purchaser from and after day of sale, and all persons holding under ~~them~~ HIM 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 FIRST day of JANUARY 1920.

CARRIE RICH B.RICH (EXECUTORS OF THE
J.BREYER HERMAN RICH STELLA RICH (ESTATE OF WM.RICH STANLEY L.RICH THRESA RICH BREYER
B.RICH CELIA RICH JOE RICH MORRICE RICH
STELLA RICH AMY RICH

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

This ~~XXXX~~ day of ~~XXXX~~ 1930.

~~ACKNOWLEDGMENT BEFORE NOTARY PUBLIC~~

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, DAVID S. MORSE, a Notary Public in and for said County and State, the within named B.RICH & STELLA RICH, EXECUTORS, B. RICH, STELLA RICH, SEE# S the bargainor, with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And THRES.A RICH BREYER WIFE of the said J.BREYER having appeared before me privately and apart from HER husband, the said J.BREYER, 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 24 day of OCT, 1921.

(Seal) DAVID S. MORSE, Notary Public.

MY COM EXPIRES JAN 1, 1924.
U.S.R.S.$1.50
REC'D SEPT 30, 1946 AT 11:27 A.M. CM

EWING-NASHVILLE