STATE OF TENNES EE)
DAVIDSON COUNTY) Personally appeared before me, P. M. Tamble, a Notary Public in and for said County and State, the within named John B. Miller & wife Maggie R. Miller the bargainors, with whom I am personally acquainted, a d who acknowledged that they executed the within instrument for the purposes therein contained. And Maggie R. Miller wife of the said John B. Miller, having appeared before me, privately and apart from her husband, the said Maggie R. Miller 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 16 day of Jany., 1906.
Com. expires July 1908. (SEAL) P. M. Tamble,
REC'D JUNE 13 1906 at 9. 50 o'clock A. M. Notary Public.

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REGISTERED JUNE 13 1906.

J. M. McFerrin, Tr. :
To / Deed :
Tom Hayes et ux : FOR AND IN CONSIDERATION of the sum of $90.00 Ninety & no/100 Dollars, paid and to be paid by Tom and Callie Hayes as follows: Five & no/100 Dollars cash, the receipt of which is hereby acknowledged, and for the remainder the said Tom and Callie Hayes have executed 17 promissory notes for Five & no/100 Dollars each of even date herewith, payable to the order of J. M. McFerrin, Trustee, with lien retained on the property herein conveyed to secure their payment. The first one of said notes falls due July 13, 1906, and the others on the 13th. of each succeeeding month thereafter until all are paid. I, J. M. McFerrin, Trustee have bargained and sold, and by these presents do transfer and convey unto the said Tom and Callie Hayes, their heirs and assigns, a certain tract or parcel of land in Davidson County, State of Tennessee, as follows: Being lots Nos. 14 and 15 in the Buena Vista Heights Addition, a plan of which is recorded in Book 161, page 19, R.O.D.C. Said lots Nos. 14 and 15 front together 96 feet on the West side of Salem Street and run back between parallel lines 150 feet to an alley. TO HAVE AND TO HOLD the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging, to the said Tom and Callie Hayes, their heirs and assigns, forever. And I do covenant with the said Tom and Callie Hayes that I am lawfully seized and possessed of said land in fee simple, have a good right to convey it as Trustee, and the same is unincumbered. And I do further covenant and bind myself as Trus. and representatives to warrant and forever defend the title to said land to the said Tom and Callie Hayes, 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 J. M. McFerrin, Trustee and Tom and Callie Hayes that if any of said notes shall at any time be unpaid, either in whole or in part, 3 months after maturity, all of the notes shall thereupon become due. The said Tom and Callie Hayes agree to keep the on property conveyed insured to the amount of Dollars, payable to the said J. M. McFerrin, Trustee as collateral security to said note, and to pay all taxes when due; and the said Tom and Callie Hayes further agree that if they fail to keep the said insured, or to pay any taxes as agreed, the said J. M. McFerrin, Trustee, 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 Tom and Callie Hayes shall fail to repay any premium or taxes and interest within two months from the payment thereof by the said J. M. McFerrin, Trustee such failure shall render all of said notes due at the expiration of such time.
The said Tom and Callie Hayes further agree that if said notes become due upon any contingency hereinbefore stated, the said J. M. McFerrin, Trustee 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 Tom and Callie Hayes, or their legal representatives. The said Tom and Callie Hayes further agree that the said J. M. McFerrin, Trustee may execute the power of sale herein contained.without giving bond or taking oath; that the said J. M. McFerrin, Trustee, or the lawful owner of any of the notes herein secured, may bid at any sale under said power; and that if the said J. M. McFerrin, Trustee 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 J. M. McFerrin, Trustee, and the said Tom and Callie Hayes further agree that the purchaser may re-enter and take possession of the property without hindrance or delay. In Witness Whereof, I hereunto set my signature, this 13 day of June 1906. J. M. McFerrin, Trustee.
As evidence of ratification and acceptance of the foregoing terms and conditions, we Tom and Callie Hayes join herein, and subscribe our names hereto. This 13 day of June 1906.

Tom x Hayes. (his mark)
Callie x Hayes. (her mark.)

STATE OF TENNESSEE)
DAVIDSON COUNTY) Personally appeared before me, W. B. Paul a Notary Public in and for said County and State, the within named J. M. McFerrin, Trustee and Tom Hayes and Callie Hayes the bargainors, with whom I am personally acquainted, and who acknowledged that they executed the within instrument for the purposes therein contained.
And Callie Hayes wife of the said Tom Hayes, having appeared before me, privately and apart from her husband, the said Callie Hayes acknowledged the execution of the said instrument to have been done by her freely, voluntary, and understandingly, without compulsion ro comstraint from her said husband, and for the purposes therein expressed. Witness my hand and official seal, at Nashville Tennessee, this 13 day of June 1906
Recv'd June 13- 1906- 10-20 A. M. (Seal) W. B. Paul
Notary Public

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REGISTERED JUNE 13 1906.

Cephas Woodard, Tr. :
To / Deed :
J. A. Short : FOR AND IN CONSIDERATION OF the sum of One Hundred and Ninety ($190.00) Dollars, Paid and to be paid by J. A. Short, to wit: The said J. A. Short has paid Forty seven & 50/100 Dollars in cash the receipt of which is here acknowledged, and for the balance has executed his three promissory notes of even date herewith payable to the order of Cephas Woodard trustee for Forty seven & 50/100 dollars each with interest