For and in Consideration of the sum of Three hundred ($300.00) DOLLARS, paid and to be paid by Major Thurman & wife Susie A. Thurman as follows: Fifty ($50.00) Dollars, cash, the receipt of which is hereby acknowledged, and for the remainder the said Major Thurman has executed 36 promissory notes ~~for~~ Thirty-five for Seven($7.00)dollars and one for ($5.00)dollars ~~Dollars~~ each, of even date herewith, payable to the order of A. G. Seibert, and bearing six per cent interest from Jany, 22nd 1904, with lien retained on the property herein conveyed to secure their payment. ~~The first~~ one of said notes falls due Feby. 22nd 1904, and the others one each month in succession respectively thereafter, until all are paid we, A. G. Seibert & wife have bargained and sold, and by these presents do transfer and convey unto the said Major Thurman & wife Susie Thurman their heirs and assigns, a certain tract or parcel of land in Davidson County, State of Tennessee, as follows:

Being lot No. 3 in J. M.,T. J. & G. W. Hardings Addition to Nashville, Tennessee, a plan of which Addition is of record in Book 21, page 30 of the Registers Office for Davidson County. Said lot No. 3 fronts 50 feet on the north side of Heiman Street and runs back, between parallel lines 150 feet to an alley; and being part of the same property conveyed to A.L.Elcan by Deed from George B. Guild, Trustee, of record in Book 102, page 157 R.O.D.C. to which reference is here 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 Major Thurman & wife Susie A. Thurman their heirs and assigns, forever. And we do covenant with the said Major Thurman & wife Susie A. Thurman that we are lawfully seized and possessed of said land in fee simple, have a good right to convey it, and the same is unencumbered.

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 Major Thurman & wife Susie - Thurman 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 A. G. Seibert and wife and Major Thurman & Susie A. Thurman 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 Major Thurman & Susie A.Thurman agree to keep the Improvements on property coveyed insured to the amount of - - - - - - - - - - - - - - - - - - - Dollars, payable to the said A. G. Seibert as collateral security to said notes, and to pay all taxes when due; and the said Major & Susie A. Thurman further agree that if they fail to keep the said Improvements insured, or to pay any taxes as agreed, the said A. G. Seibert, 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 Major & Susie A. Thurman shall fail to repay any premium or taxes and interest within two months from the payment thereof by the said A. G. Seibert such failure shall render all of said notes due at the expiration of such time.

The said Major & Susie A. Thurman further agree that if said notes become due upon any contingency hereinbefore stated, the said A. G. Seibert or the lawful owner of said note 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 Major Thurman & Susie A. Thurman, or their legal representatives.

The said Major & Susie A. Thurman further agree that the said A. G. Seibert may execute the power of sale herein contained without giving bond or taking oath; that the said A. G. Seibert, or the lawful owner of any of the notes herein secured, may bid at any sale under said power; and that if the said A. G. Seibert 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 A. G. Seibert and the said Major & Susie A. Thurman further agree that the purchaser may re-enter and take possession of the property without hindrance or delay.

In Witness Whereof, we hereunto set our signatures, this 22nd day of Jany. 1904.

A. G. Seibert.
Caraline A. Seibert.

As evidence of our ratification and acceptance of the foregoing terms and conditions, we, Major & Susie A.Thurman join herein, and subscribe our names hereto.

This 22, day of Jany, 1904.

Major Thurman.
Susie A. Thurman.

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, W. M. Drake, a Notary Public in and for said County and State, the within named A. G. Seibert and wife Caraline A. Seibert the bargainors, with whom I am personally acquainted, and who acknowledged that they executed the within instrument for the purposes therein contained.

And Caraline A. Seibert wife of the said A. G. Seibert having appeared before me, privately and apart from her husband, the said Caraline A. Seibert 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 25, day of Jan. 1904.

(seal) W. M. Drake, Notary Public.

Received September 13th, 1907, at 1-22, P. M.
Registered Sept. 17th, 1907.

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