 No. 57691, REGISTERED FEBRUARY 14th, 1914,

FOR AND IN CONSIDERATION of the sum of Seventy ..... **DOLLARS,**

paid and to be paid by W, E, Foster, ... as follows:

Ten Dollars, cash, the receipt of which is hereby acknowledged, and

for the remainder the said W, E, Foster .....

.....

.....

has executed three promissory notes ..... for Twenty

.....

Dollars each, of even date herewith, payable to the order of

W, Thompson, , 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 Feby 22 1912,

and the others Aug, 22 ,1912, & Feby 22. 1913, thereafter, until all are paid

have bargained and sold, and by these presents do transfer and convey unto the said W, E, Foster his

heirs and assigns, a certain tract or parcel of land in Davidson County, State of Tennessee, as follows:

Being Lot No 57 in the sub-division of lots 39 & 40 of B, F, Cockrill farm a plan of w which subqdivision is on record in book No, 332 page 41 of the register's office for D Davidson county said lot No 57 fronts 50 feet on the North side of ~~Lake~~ Lasla Ave. and ext ends back between parallel lines 150) feet to an alley 12 feet wide, and the same lot conveyed to J, E, Bairbridge, by W, J, N, Beckman, on record in Book 24, page 305

To Have and to Hold the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said W, E, Foster, his

heirs and assigns forever. And we do covenant with the said Foster

that ---

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 our heirs and representatives to warrant and forever

defend the title to said land to the said Foster his

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 W, Thompson,

and E, Foster

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 ..... agree.... to keep the

on property conveyed insured to the amount of ..... Dollars, payable to the said

as collateral security to said notes, and to pay all taxes when due;

and the said ..... further agree.... that if ..... fail.... to keep the

said ..... insured, or to pay any taxes as agreed, the said

..... 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

shall fail to repay any premium or taxes and interest within ..... months from the payment thereof by the said

..... such failure shall render all of said notes due at the expiration of such time.

The said Foster ..... further agree.... that if said notes become due upon any

contingency hereinbefore stated, the said Thompson, 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 ..... Foster ....., or his legal representatives.

The said Foster Thompson further agree.... that the said

..... may execute the power of sale herein contained without giving

bond or taking oath; that the said Thompson ..., or the lawful owner of any of the notes

herein secured, may bid at any sale under said power; and that if the said Thompson 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 Thompson, and the said Foster 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 ... signature..., this 23 day of aug. 1911.

W. Thompson

Willie. Thompson

As evidence of ..... ratification and acceptance of the foregoing terms and conditions,

..... join herein, and subscribe ..... name.... hereto.

This ..... day of .....

.....

.....

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, R. L. Kennedy ..., a Notary Public in and for said County and State, the

within named W. Thompson and wife. Willie Thompson

the bargainor S, with whom I am personally acquainted, and who acknowledged that they executed the within instrument for the purposes therein contained.

And Willie. Thompson wife

of the said W. Thompson

having appeared before me, privately and apart from her husband..., the said Willie. Thompson

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 22 day of augus 1911

Seal. R. L. Kennedy. Notary Public.

Received Feby 13, at 2.18. P. M. 1914