No. 66798, REGISTERED APRIL 5th 1915,

 G. W. Winters et ux. To Deed Joe, Walker.

FOR AND IN CONSIDERATION of the sum of Twenty ($20.00) and no/100 DOLLARS paid and to be paid by Joe, Walker, as follows:

Ten, ($10.00) and no/100 Dollars, cash, the receipt of which is hereby acknowledged, and for the remainder the said Joe, Walker,

has executed his one promissory notes for Ten ($10.00) & No/100

Dollars each, of even date herewith, payable to the order of G. W. Winters, 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 August 1st 1915, and the others thereafter, until all are paid

We, G. W. Winters and wife E. C. Winters,

have bargained and sold, and by these presents do transfer and convey unto the said Joe, Walker,

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

Lot No, 153, in Haynie's Cleveland Plan, as of record in Book No 161. page 35 Register's office for Davidson county, Tennessee. Said lot No. 153 fronts 49 feet on the easterly side of Ruth Street and runs back to a point on a dead line, and is one of the lots conveyed to G. W. Winters by deed as ofrecord in Book No, 447. page 168 R. O.D.C. Tenn.

To Have and to Hold the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said Joe, Walker, his heirs and assigns forever. And We do covenant with the said Joe, Walker, that We are lawfully seised 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 Joe, Walker, 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 G. W. & E. C. Winters and Joe, Walker that if any of said notes shall at any time be unpaid, either in whole or in part, One months after maturity, all of the notes shall thereupon become due.

The entire debt secured herein having been paid in full to We the lawful owner and holder thereof, hereby release the lien on the within described property, held to secure the payment of said debt. This 2 day of [illegible] 1915.

[illegible]



The said Joe, Walker agree S 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 Joe, Walker, further agree S that if he fail to keep the said [illegible] insured, or to pay any taxes as agreed, the said [illegible] G. W. Winters, 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 Joe, Walker shall fail to repay any premium or taxes and interest within two months from the payment thereof by the said Joe, Walker such failure shall render all of said notes due at the expiration of such time.

The said Joe, Walker further agree S that if said notes become due upon any contingency hereinbefore stated, the said G. W. Winters, or the lawful owner of said notes then unpaid, after advertising once a week for at least three weeks in some newspaper published in 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 Joe, Walker, or his legal representatives.

The said Joe, Walker further agree S that the said G. W. Winters, may execute the power of sale herein contained without giving bond or taking oath; that the said G. W. Winters, or the lawful owner of any of the notes herein secured, may bid at any sale under said power; and that if the said G. W. Winters 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 G. W. Winters, and the said Joe, Walker further agree S that the purchaser may re-enter and take possession of the property without hindrance or delay.

In Witness Whereof, We hereunto set our signature S, this 2nd day of April 1915

G. W. Winters

E. C. Winters,

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

I, Joe, Walker join herein, and subscribe My name hereto.

This 3 day of April 1915,

Jos, Walker,

## STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, W. P. Hardison, a Notary Public in and for said County and State, the within named G.W. Winters and wife E. C. Winters and Joe, Walker, the bargainor S, with whom I am personally acquainted, and who acknowledged that they executed the within instrument for the purposes therein contained.

And E. C. Winters, wife of the said G.W. Winters, having appeared before me, privately and apart from her husband, the said E. C. Winters, 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 3 day of April 1915,

Seal. W. P. Hardison, Notary Public.

Received April 5th at 9,17 A. M. 1915,

M I;J;E.