NO. 5664

ROBERT T HOLLIS ET UX TO WILLIAM CARROLL WAGGONER

FOR AND IN CONSIDERATION of the sum of TWENTY FIVE (2500.00) HUNDRED DOLLARS, paid and to be paid by WILLIAM CARROLL WAGGONER AND WIFE ICIE EUDELL WAGGONER as follows: FIVE HUNDRED (500.00) AND NO/100---------- Dollars, cash, the receipt of which is hereby acknowledged, and for the remainder the said WILLIAM CARROLL WAGGONER AND WIFE ICIE EUDELL WAGGONER HAVE EXECUTED THEIR EIGHTY (80) NOTES OF EVEN DATE HEREWITH PAYABLE TO THE ORDER OF ROBERT T HOLLIS AND MONTHLY THEREAFTER, 1ST. OF SAID NOTES FALLS DUE JUNE 12TH 1919 AND THE OTHERS ON THE 12TH OF EACH MONTH THEREAFTER UNTIL ALL ARE PAID. THE FIRST OF SAID NOTES IS FOR $55.00 AND EACH SUCCEEDING NOTE IS FOR 12½ CENTS LESS THAN THE PRECEEDING NOTES, NONE OF SAID NOTES BEAR INTEREST THE INTEREST HAVING BEEN COMPUTED AND ADDED TO THE FACE THEREOF THE SAID WAGGONER AND WIFE MAY PAY ANY OF SAID NOTES BEFORE MATURITY AT A DISCOUNT OF 12½ CENT PER MONTH FOR THE TIME PAID BEFORE MATURING THEREOF. A LIEN IS HEREBY SPECIALLY RESERVED UPON SAID PROPERTY TO SECURE THE PAYMENT OF SAID NOTES. WE, ROBERT T HOLLIS AND WIFE MARY L HOLLIS HAVE BARGAINED AND SOLD, AND BY THESE PRESENTS DO TRANSFER AND CONVEY UNTO THE SAID WILLIAM CARROLL WAGGONER AND WIFE ICIE EUDELL WAGGONER AND TO THE SURVIVOR HIS HER OR THEIR HEIRS AND ASSIGNS, A CERTAIN TRACT OR PARCEL OF LAND IN DAVIDSON COUNTY STATE OF TENNESSEE AS FOLLOWS BEING LOT NO. 6 ON THE MAP OF HOLLIS HEIGHTS AS OF RECORD IN BOOK NO 532 PAGE 122 REGISTER'S OFFICE FOR DAVIDSON COUNTY TENNESSEE SAID LOT NO 6 FRONTS 50 FEET ON THE SOUTHERLY SIDE OF THE MILL CREEK VALLEY PIKE AND RUN BACK BETWEEN PARALLEL LINES 160 FEET TO AN ALLEY, AND BEING A PART OF THE SAME PROPERTY CONVEYED TO THE UNDERSIGNED BY DEED FROM EDWIN H RIEVES AND WIVE VICTORIA A RIEVES.

Filed for record the 12th day of May 1919 at 10:07 o'clock A. M. and duly recorded in Book 722 page 170 [illegible] Register. By [illegible] D.R.

This 11th day of May 1919 FOURTH & FIRST BANK & TRUST CO. By [illegible] Cashier

Attest: [illegible] Secretary

To Have and to Hold the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said WILLIAM CARROLL WAGGONER AND WIFE ICIE EUDELL WAGGONER THEIR heirs and assigns forever. And WE do covenant with the said WAGGONER & WIFE 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 OURSELVER heirs and representatives to warrant and forever defend the title to said land to the said WAGGONER AND WIFE---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 ROBERT T HALLES AND WIFE and WAGGONER AND WIFE 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 WAGGONER AND WIFE agree S to keep the DWELLING property conveyed insured to the amount of ONE THOUSAND AND NO/100 Dollars, payable to the said ROBERT T HALLIS as collateral security to said notes, and to pay all taxes when due; and the said WAGGONER AND WIFE further agree S that if THEY fail to keep the said DWELLING insured, or to pay any taxes as agreed, the said ROBERT T HOLLIS, 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 WAGGONER AND WIFE shall fail to repay any premium or taxes and interest within TWO months from the payment thereof by the said HALLIS such failure shall render all of said notes due at the expiration of such time.

The said WAGGONER & WIFE further agree S that if said notes become due upon any contingency hereinbefore stated, the said ROBERT T HALLIS 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 WAGGONER AND WIFE, or THEIR legal representatives.

The said WILLIAM CARROLL WAGGONER AND WIFE ICIE EUDELL WAGGONER further agree S that the said ROBERT T HOLLIS may execute the power of sale herein contained without giving bond or taking oath; that the said ROBERT T HOLLIS, or the lawful owner of any of the notes herein secured, may bid at any sale under said power; and that if the said HOLLIS 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 ROBERT T HOLLIS, and the said WILLIAM CARROLL WAGGONER AND WIFE ICIE EUDELL WAGGONER 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, this 12TH day of MAY 1919

ROBERT T HOLLIS

MARY L HOLLIS

As evidence of OUR ratification and acceptance of the foregoing terms and conditions, WE, WILLIAM CARROLL WAGGONER AND WIFE ICIE EUDELL WAGGONER join herein, and subscribe our name hereto.

This 12TH day of MAY 1919

SIGNED

WILLIAM CARROLL WAGGONER

ICIE EUDELL WAGGONER

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, M N YOUNG, a Notary Public in and for said County and State, the within named ROBERT T HOLLIS AND WIFE MARY L HOLLIS WILLIAM CARROLL WAGGONER AND WIFE ICIE EUDELL WAGGONER the bargainor S with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And MARY L HOLLIS AND ICIE EUDELL WAGGONER WIVES of the said ROBERT T HOLLIS AND ICIE EUDELL WAGGONER having appeared before me, privately and apart from THEIR husband, the said MARY L HOLLIS AND ICIE EUDELL WAGGONER acknowledged the execution of the said instrument to have been done by THEM freely, voluntarily, and understandingly, without compulsion or constraint from T THEIR said husband, and for the purposes therein expressed.

Witness my hand and official seal, at NASHVILLE Tennessee, this 14TH day of MAY 1919

SEAL M N YOUNG, Notary Public.

U S REV STAMPS $ 2.50

RECEIVED THE 15 DAY OF MAY A D 1919 AT 10:07 O CLOCK A M

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