N. E. HOOVEN, TO DEED JOHN FOSTER ET UX,

FOR AND IN CONSIDERATION of the sum of ONE THOUSAND DOLLARS, paid and to be paid by JOHN FOSTER AND WIFE LIZZIE FOSTER as follows: TWO HUNDRED Dollars, cash, the receipt of which is hereby Acknowledged, and for the remainder the said JOHN FOSTER AND LIZZIE FOSTER

have executed 60 promissory notes for THE AMOUNT AS SPECIFIED BELOW

Dollars each, of even date herewith, payable to the order of N. E. HOOVEN, and bearing six per cent interest from MATURITY, with lien retained on the property herein conveyed to secure their payment. The first one of said notes falls due NOVEMBER 9TH, 1919, and the others ONE ON THE 9TH DAY OF EACH MONTH THEREAFTER until all are paid WE, N. E. HOOVEN AND WIFE, T. B. HOOVEN,

have bargained and sold, and by these presents do transfer and convey unto the said JOHN FOSTER AND WIFE, LIZZIE FOSTER, THEIR heirs and assigns, a certain tract or parcel of land in DAVIDSON County, State of Tennessee, as follows:

A SMALL HOUSE AND LOT NEAR THE CITY OF NASHVILLE AND NEAR A ROAD AS THE CHICKEN PIKE AND MORE PARTICULARLY DESCRIBED AS LOT NO. 56, IN THE SUBDIVISION OF LOTS NO. 20, 21, & 22, IN THE LEWIS PLAN, WHICH PLAN IS OF RECORD IN BOOK NO. 21, PAGE 146, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE. SAID LOT NO. 56, FRONTS 50 FEET ON THE NORTH SIDE OF BOND STREET OR AVENUE AND RUNS BACK NORTHWARDLY 170 FEET TO AN ALLEY, AND BEING THE SAME LAND CONVEYED TO N. E. HOOVEN BY T. J. HAYS AND W. S. ASHWORTH BY DEED OF RECORD IN BOOK NO. 412, PAGE 51, R. O. D. C. THE FIRST ONE OF SAID 60 NOTES MENTIONED ABOVE IS FOR THE SUM OF $14.05, AND EACH SUCCEEDING NOTE 5¢ FOR AN AMOUNT FIVE CENTS LESS THAN THE PRECEDING ONE, AND NONE OF SAID NOTES BEAR INTEREST EXCEPT AFTER MATURITY, THE INTEREST HAVING BEEN COMPUTED AND ADDED INTO THE FACE OF THE NOTES.

Mrs. B. Ford Hoover

The entire debt secured herein having been paid in full we release the lien on the within described property, held to secure the payment of said debt. This 14th day of April 1919. Attest: R. Whitworth, Deputy Reg.

To Have and to Hold the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said JOHN FOSTER AND WIFE LIZZIE FOSTER, THEIR heirs and assigns forever. And WE do covenant with the said JOHN FOSTER AND WIFE LIZZIE FOSTER 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 JOHN FOSTER AND WIFE, LIZZIE FOSTER, 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 N. E. HOOVEN AND WIFE, T. B. HOOVEN and JOHN FOSTER AND WIFE LIZZIE FOSTER,

that if any of said notes shall at any time be unpaid, either in whole or in part, THREE months after maturity, all of the notes shall thereupon become due.

The said JOHN FOSTER AND WIFE LIZZIE FOSTER agree to keep the BUILDINGS on property conveyed insured to the amount of EIGHT HUNDRED Dollars, payable to the said N. E. HOOVEN as collateral security to said notes, and to pay all taxes when due; and the said JOHN FOSTER AND WIFE further agree that if THEY fail to keep the said BUILDINGS insured, or to pay any taxes as agreed, the said N. E. HOOVEN, or the lawful holder of said notes may have the buildings 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 JOHN FOSTER AND WIFE shall fail to repay any premiums or taxes and interest within TWO months from the payment thereof by the said N. E. HOOVEN such failure shall render all of said notes due at the expiration of such time.

The said JOHN FOSTER AND WIFE, further agree that if said notes become due upon any contingency hereinbefore stated, the said N. E. HOOVEN, 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 JOHN FOSTER AND WIFE, or THEIR legal representatives.

The said JOHN FOSTER AND WIFE further agree that the said N. E. HOOVEN may execute the power of sale herein contained without giving bond or taking oath; that the said N. E. HOOVEN, or the lawful owner of any of the notes herein secured, may bid at any sale under said power; and that if the said N. E. HOOVEN 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 N. E. HOOVEN, and the said JOHN FOSTER AND WIFE 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 S, this 9TH day of OCTOBER, 1919.

N. E. HOOVEN

T. B. HOOVEN.

As evidence of OUR ratification and acceptance of the foregoing terms and conditions, WE, JOHN FOSTER AND WIFE LIZZIE FOSTER join herein, and subscribe OUR name hereto.

This 9TH day of OCTOBER, 1919.

JOHN FOSTER,

LIZZIE FOSTER

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, B. M. MIMEY, a Notary Public in and for said County and State, the within named N. E. HOOVEN AND WIFE T. B. HOOVEN, the bargainor S with whom I am personally acquainted, and who acknowledged that executed the within instrument for the purposes therein contained.

And T. B. HOOVEN, WIFE of the said N. E. HOOVEN, having appeared before me, privately and apart from HER husband, the said T. B. HOOVEN 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 9TH day of OCTOBER, 1919.

B. M. MIMEY, (SEAL), Notary Public.

U. S. REV. STAMP $1.00

RECEIVED 2ND DAY OF APRIL A. D. 1919 AT 9:45 A. M.