FOR AND IN CONSIDERATION of the sum of [illegible] DOLLARS, paid and to be paid by JOHN O HIGGINBOTHAM AND WIFE LILLIAN G HIGGINBOTHAM as follows: ONE HUNDRED AND NINETY---------- Dollars cash, the receipt of which is hereby acknowledged, and for the remainder the said JOHN O HIGGINBOTHAM AND WIFE LILLIAN G HIGGINBOTHAM

have executed SIX promissory notes for TWENTY FIVE & 00/100---------

Dollars each, of even date herewith, payable to the order of MRS GERTRUDE B RICKETTS, and bearing six per cent interest from DATE, and retained on the property herein conveyed to secure their payment. The first one of said notes falls due OCTOBER 1ST 1920 and the others ONE ON THE FIRST DAY OF EACH SUCCEEDING MONTH thereafter until all are paid.

WE, GERTRUDE B RICKETTS AND HUSBAND F M RICKETTS,

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

BEING LOTH NO. 10 IN IDLEWILD ADDITION TO NASHVILLE, A PLAN OF WHICH IS OF RECORD IN BOOK NO. 161, PAGE 120 ON THE REGISTERS OFFICE OF SAID COUNTY. SAID LOT NO. 10 FRONTS FIETY (50) FEET ON THE BORTH SIDE OF HALCYON AVENUE AND RUNS BACK BETWEEN PARALLEL LINES ONE HUNDRED AND FIFTY (150) FEET TO AN ALLEY, AND BEING A CERTAIN TRACT OR PARCEL OF LAND DEVISED TO THE SAID GERTRUDE B RICKETTS BY THE LAST WILL AND TESTAMENT OF HER FORMER HUSBAND, C.B.HARWOOD, AS OF RECORD IN WILL BOOK NO. 30, PAGE NO. 255 COUNTY COURT OF DAVIDSON COUNTY AT NASHVILLE TENNESSEE.

FOURTH AVE TRUST CO

By [illegible]

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 O HIGGINBOTHAM AND WIFE LILLIAN G HIGGINBOTHAM, THEIR heirs and assigns, forever. And WE do covenant with the said JOHN O HIGGINBOTHAM, AND WIFE LILLIAN G HIGGINBOTHAM 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 do further covenant and bind OURSELVES, OUR heirs and representatives to warrant and forever defend the said land to the said JOHN O HIGGINBOTHAM AND WIFE LILLIAN G HIGGINBOTHAM, THEIR heirs and assigns, against the lawful claims of all persons whomsoever.

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 GERTRUDE B RICKETTS AND HUSBAND F M RICKETTS AND JOHN O HIGGINBOTHAM,

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

The said JOHN O HIGGINBOTHAM AND WIFE LILLIAN G HIGGINBOTHAM agree to keep the IMPROVEMENTS on property conveyed insured to the amount of TWO THOUSAND & 00/100 Dollars, payable to the said GERTRUDE B RICKETTS, as collateral security to said notes, and to pay all taxes when due; and the said JOHN O HIGGINBOTHAM AND WIFE further agree that if fail to keep the said IMPROVEMENTS insured, or to pay any taxes as agreed, the said GERTRUDE B RICKETTS, 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 JOHN O HIGGINBOTHAM AND WIFE LILLIAN G HIGGINBOTHAM shall fail to repay any premium or taxes and interest within TWO months from the payment thereof by the said GERTRUDE B RICKETTS, such failure shall render all of said notes due at the expiration of such time.

The said JOHN O HIGGINBOTHAM AND WIFE LILLIAN G HIGGINBOTHAM further agree that if said notes become due upon any contingency hereinbefore stated, the said GERTRUDE B RICKETTS, 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 O HIGGINBOTHAM AND WIFE LILLIAN G HIGGINBOTHAM, or THEIR legal representatives.

The said JOHN O HIGGINBOTHAM AND WIFE LILLIAN G HIGGINBOTHAM further agree that the said GERTRUDE B RICKETTS, may execute the power of sale herein contained without giving bond or taking oath; that the said GERTRUDE B RICKETTS, or the lawful owner of any of the notes herein secured, may bid at any sale under said power; and that if the said GERTRUDE B RICKETTS 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 GERTRUDE B RICKETTS, and the said JOHN O HIGGINBOTHAM AND WIFE further agree that the purchaser may enter and take possession of the property without [illegible] THAT IN THE EVENT OF A SALE OF SAID PROPERTY UNDER AND BY VIRTUE OF THIS DEED, THEN THE SAID JOHN O HIGGINBOTHAM AND WIFE LILLIAN G HIGGINBOTHAM AND ALL PERSONS HOLDING UNER SHALL BE AND BECOME ITS TENANTS AT WILL OF THE PURCHASER OF THE SAME FROM AND AFTER THE EXECUTION AND DELIVERY OF A DEED TO SUCH PURCHASER SAID TENANCY TO BE DETERMINED AT THE OPTION OF SAID PURCHASER UPON FIVE DAYS WRITTEN NOTICE--------

In Witness Whereof, WE hereunto set OUR signatures, this 18I day of SEPTEMBER 1920

GERTRUDE B RICKETTS
F M RICKETTS

As evidence of OUR ratification and acceptance of the foregoing terms and conditions, WE, JOHN O HIGGINBOTHAM AND WIFE LILLIAN G HIGGINBOTHAM, join herein and subscribe OUR names, hereto.

This XX day of SEPTEMBER 1920

JOHN HIGGINBOTHAM
LILLIAN G HIGGINBOTHAM

## STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, W E HARWOOD, a Notary Public in and for said County and State, the within-named GERTRUDE B RICKETTS AND HUSBAND F M RICKETTS AND JOHN O HIGGINBOTHAM AND WIFE, LILLIAN G HIGGINBOTHAM the bargainor S, with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And GERTRUDE B RICKETTS AND LILLIAN G HIGGINBOTHAM, WIVES of the said F M RICKETTS AND JOHN O HIGGINBOTHAM, having appeared before me privately and apart from THEIR husbandS, the said GERTRUDE B RICKETTS AND LILLIAN G. HIGGINBOTHAM, acknowledged the execution of the said instrument to have been done by THEM freely, voluntarily, and understandingly, without compulsion or constraint from THEIR said husbandS, and for the purposes therein expressed.

Witness my hand and official seal, at NASHVILLE, Tennessee, this 18T day of SEPTEMBER 1920

US R S $ 2.50 ((SEAL)) W E HARWOOD, Notary Public.

RECEIVED THE 18TH DAY OF SEPT A D 1920 AT 11:02 O CLOCK

T F HA