L G STEWART TO PETER BURNETTE

FOR AND IN CONSIDERATION of the sum of NINE HUNDRED DOLLARS, paid and to be paid by PETER BURNETTE AN UNMARRIED MAN as follows: ONE HUNDRED------- Dollars cash, the receipt of which is hereby acknowledged, and for the remainder the said PETER BURNETTE

THREE

has executed FIFTY/ promissory note dtr 52 FOR (-15.00) EACH AND THE LAST ONE FOR TWENTY

Dollars each, of even date herewith, payable to the order of MRS LULA G STEWART, and bearing six per cent interest from SEPTEMBER 25TH. 1920, with lien retained on the property herein conveyed to secure their payment. The first one of said notes falls due OCT 25 1920, and the others ON THE 25TH DAY OF EACH MONTH thereafter until all are paid.

I, LULA G STEWART, AN UNMARRIED WOMAN, have bargained and sold, and by these presents do transfer and convey, unto the said PETER BURNETTE, HIS heirs and assigns, a certain tract or parcel of land in DAVIDSON County, State of Tennessee, as follows:

BEING LOT NO. 168OF BLOCK 1, F Q BEAZLEYS MC FERRIN ADD. TO EAST NASHVILLE, A PLAN OF WHICH IS OF RECORD IN BOOK 57, PAGE 136 OF THE REGISTERS OFFICE FOR SAID COUNTY. SAID LOT NO 168 FRONTS 50 FT ON THE EASTERLY SIDE OF NINTH STREET AND RUNS BACK BETWEEN PARALLEL LINES 150 FEET TO AN ALLEY AND WAS CONVEYED TO LULA G STEWART BY DEED FROM CYRUS WINDROW RECORDED IN BOOK 425, PAGE 551 OF SAID REGISTERS OFFICE.

AND IN ORDER TO CARRY OUT THE CONDITIONS, TERMS AND PROVISIONS OF THIS INSTRUMENT, THE (#) SAID PETER BURNETTE AND LULA G STEWART HEREIN APPOINT AND CONSTITUTE JOHN T LINDSLEY, AS TRUSTEE, AND GIVE AND GRANT TO HIM THE POWER TO EXECUTE ALL THE POWERS CONDITIONS, PROVISIONS, AND TERMS OF THIS INSTRUMENT AND HEREBY CONVEY TO JOHN T LINDSLEY, TRUSTEE IN CONSIDERATION OF THE PREMISES ALL THE RIGHTS TITLE AND INTEREST WHICH WE MAY HAVE IN THE PROPERTY HEREIN CONVEYED AND AGREE THAT IF SAID PROPERTY IS SOLD UNDER THE TERMS OF THIS INSTRUMENT THAT THE SAID JOHN T LINDSLEY, TRUSTEE, SHALL HAVE THE POWER TO CONVEY TO THE PURCHASER THEREOF THE SAID PROPERTY FREE FROM ALL OF OUR RIGHTS OF REDEMPTION, HOMESTEAD AND DOWER AND EQUITIES OF ALL KINDS AND IN FEE SIMPLE FOREVER.

The entire debt secured herein having been paid in full to me, I hereby release the lien of said deed of trust upon the property described therein, and request the Register of Deeds to cancel the same of record. This 13 day of Oct 1920

Attest: J. T. Lindsley

TO HAVE AND TO HOLD the said tract or parcel of land, with the appurtenances, estate, title, and interest thereto belonging, to the said PETER BURNETT, HIS heirs and assigns, forever. And I do covenant with the said PETER BURNETT, that I AM lawfully seized and possessed of said land in fee simple, have a good right to convey it, and the same is unencumbered.

And I do further covenant and bind MYSELF, MY heirs and representatives to warrant and forever defend the title to said land to the said PETER BURNETT, 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: FOR REMAINDER SEE ABOVE(#)

It is expressly agreed by and between the said LULA G STEWART and PETER BURNETTE, 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 PETER BURNETT agrees to keep the COTTAGE on property conveyed insured to the amount of SEVEN HUNDRED($700.00) & 00/100 Dollars, payable to the said PETER BURNETT, as collateral security to said notes, and to pay all taxes when due; and the said further agrees that if SHE fail S to keep the said COTTAGE, insured, or to pay any taxes as agreed, the said JOHN T LINDSLEY, TRUSTEE 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 PETER BURNETT, shall fail to repay any premium or taxes and interest within -TRUSTEE-OR-OWNER months from the payment thereof by the said TRUSTEE OR OWNER, such failure shall render all of said notes due at the expiration of such time.

The said PETER BURNETT, further agrees that if said notes become due upon any contingency hereinbefore stated, the said JOHN T LINDSLEY, TRUSTEE, 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 PETER BURNETT, or HIS legal representatives.

The said PETER BURNETT, further agrees that the said JOHN T LINDSLEY, TRUSTEE, may execute the power of sale herein contained without giving bond or taking oath; that the said JOHN T LINDSLEY, or the lawful owner of any of the notes herein secured, may bid at any sale under said power; and that if the said JOHN T LINDSLEY 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 JOHN T LINDSLEY, and the said LULA G STEWART AND PETER BURNETT, further agree that the purchaser may reënter and take possession of the property without hindrance or delay. AND IT IS FURTHER UNDERSTOOD AND AGREED THAT IF A SALE SHALL BE MADE UNDER THE PROVISIONS OF THIS INSTRUMENT, THEN THE SAID PETER BURNETT OR HIS LEGAL REPRESENTATIVES OR ASSIGNS WHO MAY BE IN POSSESSION OF SAID PROPERTY AT THE TIME OF SAID SALE SHALL BECOME, FROM DAY OF SUCH SALE THE TENANT OR TENANTS AT WILL OF THE PURCHASER AND SHALL AND WILL REMOVE AT ANY TIME THEREAFTER UPON TEN DAYS NOTICE FROM SAID PURCHASER AND WILL PAY THE PURCHASER THE REASONABLE RENTAL VALUE OF SAID PROPERTY FROM THE TIME OF SUCH SALE TO THE TIME OF SUCH REMOVAL....

In Witness Whereof, I, hereunto set MY signature, this 25TH day of SEPTEMBER 1920

LULA G STEWART

As evidence of MY ratification and acceptance of the foregoing terms and conditions, I, PETER BURNETT, AN UNMARRIED MAN, join herein and subscribe MY name hereto.

This 25TH day of SEPTEMBER 1920

PETER BURNETT

## STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, EVA WOODROOF, a Notary Public in and for said County and State, the within-named MRS LULA G STEWART, (Widow) the bargainor, with whom I am personally acquainted, and who acknowledged that SHE executed the within instrument for the purposes therein contained.

And XXXX