L A MORTENSON AND EMMA MOR[illegible] TO JENNIE THOMPKINS

FOR AND IN CONSIDERATION of the sum of THIRTEEN HUNDRED AND FIFTY ($1350.00) DOLLARS, paid and to be paid by JENNIE THOMPKINS AND J H THOMPKINS as follows: ONE HUNDRED AND FIVE ($105.00) Dollars cash, the receipt of which is hereby acknowledged, and for the remainder the said JENNIE THOMPKINS AND J H THOMPKINS ha VE executed 8 premissory note for FIFTEEN ($15.00 Dollars each, of even date herewith, payable to the order of LOUIS A MORTENSON, and bearing six per cent interest from APRIL 13 1921, with lien retained on the property herein conveyed to secure their payment. The first one of said notes falls due MAY 13TH 1921, and the others ON THE 13TH OF EACH MONTH thereafter until all are paid. WITH INTEREST, LOUIS A MORTENSON AND WIFE EMMA MORTENSON, have bargained and sold, and by these presents do transfer and convey, unto the said JENNIE THOMPKINS heirs and assigns, a certain tract or parcel of land in DAVIDSON County, State of Tennessee, as follows:

BEING THE SOUTH 34 FEET OF LOT NO. 9 IN B.W.HALLS PLAN OF LOTS RECORDED IN THE REGISTERS OFFICE OF DAVIDSON COUNTY, TENN BOOK NO 17 PAGE 261 FRONTING 34 FEET ON THE WEST SIDE OF WARREN STREET AND RUNNING BACK WESTERLY 150 FEET TO AN ALLEY, AND IS A PART OF THE LAND CONVEYED TO SOREN MORTENSON BY LINNIE B JONES (A WIDOW) BY DEED DATED MAY 14 1900 AND RECORDED IN BOOK NO. 249, PAGE 160 IN THE REGISTERS OFFICE OF DAVIDSON COUNTY, TENN.

THE OCCUPANTS OF THE PREMISES HEREIN DESCRIBED HAS A RIGHT OF WAY AND USE OF THE WELL ON THE NORTH 36 FEET ADJOINING, BUT THE RIGHT TO USE THE SAID WELL TO BE RELINQUISHED WHEN CITY WATER IS USED. THE SAID JENNIE THOMPKINS AND J H THOMPKINS ASSUMES AND AGREES THE TAXES FOR THE YEAR 1921. OR ANY FUTURE LEVY BY THE CITY STATE OR COUNTY THAT MAY BE A LIEN OR ENCUM BRANCE ON THE PROPERTY. I LOUIS A MORTENSON THE SOLE SURVIVING CHILD AND HEIR AT LAW OF SOREN MORTENSON A WIDOWER WHO DIED INTESTATE AUG 30 1904 OWNING IN FEE AND LEAVING TO ME AS HIS SOLE HEIR AT LAW THE PROPERTY HEREIN DESCRIBED.

The entire debt secured herein having been paid in full to the lawful owners and holders thereof, I do hereby release the lien on the within described property, held to secure the payment of said debt. This 27 day of Oct 1928
Attest: O. E. Hall Deputy Register

L A Mortenson

TO HAVE AND TO HOLD the said tract or parcel of land, with the appurtenances, estate, title, and interest thereto belonging, to the said JENNIE THOMPKINS, heirs and assigns, forever. And WE do covenant with the said JENNIE THOMPKINS 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 JENNIE THOMPKINS, 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 JENNIE THOMPKINS AND J H THOMPKINS and LOUIS A MORTENSON that if any of said notes shall at any time be unpaid, either in whole or in part, 3 months after maturity, all of the notes shall thereupon become due.

The said JENNIE THOMPKINS AND J H THOMPKINS agree to keep the BUILDINGS on property conveyed insured to the amount of NINE HUNDRED ($900.00) Dollars, payable to the said LOUIS A MORTENSON, as collateral security to said notes, and to pay all taxes when due; and the said JENNIE THOMPKINS AND J H THOMPKINS further agree that if THEY fail to keep the said BUILDING insured, or to pay any taxes as agreed, the said LOUIS A MORTENSON, 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 THOMPKINS shall fail to repay any premium or taxes and interest within TWO months from the payment thereof by the said LOUIS A MORTENSON OR ASSIGNS, such failure shall render all of said notes due at the expiration of such time.

The said JENNIE THOMPKINS AND J H THOMPKINS, further agree that if said notes become due upon any contingency hereinbefore stated, the said LOUIS A MORTENSON, 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 JENNIE THOMPKINS, or HER legal representatives.

The said JENNIE THOMPKINS further agree that the said LOUIS A MORTENSON, may execute the power of sale herein contained without giving bond or taking oath; that the said LOUIS A MORTENSON, or the lawful owner of any of the notes herein secured, may bid at any sale under said power; and that if the said LOUIS A MORTENSON, 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 LOUIS A MORTENSON, and the said JENNIE THOMPKINS further agree that the purchaser may reinter and take possession of the property without hindrance or delay.

In Witness Whereof, WE hereunto seOUR signature S this 13TH day of APRIL 1921

LOUIS A MORTENSON
EMMA MORTENSON

As evidence of OUR ratification and acceptance of the foregoing terms and conditions, join herein and subscribe OUR name S hereto.

This 13TH day of APRIL 1921

WITNESS LAURA HUDSON
SOPHIA M ROBERTSON

WITNESS FOR------

JENNIE HER MARK THOMPKINS
J H THOMPKINS

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, T J ROBERTSON, a Notary Public in and for said County and State, the within-named LOUIS A MORTENSON, JENNIE THOMPKINS AND J H THOMPKINS, the bargainor S, with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And EMMA MORTENSON, WIFE of the said LOUIS A MORTENSON having appeared before me privately and apart from HER husband, the said EMMA MORTENSON, 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 13TH day of APRIL 1921

SEAL T J ROBERTSON, Notary Public.

U S R S $ 1.50 RECEIVED THE 13TH DAY OF APRIL A D 1921 AT 2:20 O CLOCK P M

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