FOR AND IN CONSIDERATION of the sum of FOURTEEN HUNDRED ($1400.00) paid and to be paid by BALAM WILLIAMS AND WIFE BESSIE WILLIAMS the amount TWO HUNDRED ($200.00) Dollars cash, the receipt of which is hereby acknowledged, and for the remainder the said BALAM WILLIAMS AND WIFE BESSIE WILLIAMS

he VE executed 120 promissory note S for ($10.00)

Dollars each of even date herewith, payable to the order of WALTER PHILLIPS and bearing six per cent interest from THEIR DATE with lien retained on the property herein conveyed to secure their payment. The first one of said notes falls due SEPTEMBER 1ST, 1922 and the others MONTHLY thereafter until all are paid.

THE SAID WALTER PHILLIPS AND WIFE HATTIE PHILLIPS

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

LOTS NUMBERS 29 AND 30 IN THE MAP OF MRS. E. S. CLARKE'S SUB-DIVISION OF LOTS NUMBERS 39 AND 40, AND THE NORTH HALF OF LOT NUMBER 38, BOYD-MCNAIRY PLAN WHICH IS OF RECORD IN BOOK NUMBER 332 PAGE 27 IN THE REGISTER'S OFFICE OF DAVIDSON COUNTY, TENNESSEE. SAID LOTS NUMBERS 29 AND 30 FRONT 50 FEET EACH ON THE NORTH SIDE OF HEFFERNAN STREET AND RUN BACK BETWEEN PARALLEL LINES 180 FEET TO AN ALLEY, AND BEING THE SAME TRACT OR PARCEL OF LAND CONVEYED TO T. CLAY MOORE BY DEED RECORDED IN BOOK NO. 563 PAGE 362 OF THE REGISTER'S OFFICE DAVIDSON COUNTY, TENNESSEE; AND SUBSEQUENTLY CONVEYED TO WALTER PHILLIPS BY DEED OF ROMANS HAILEY, COUNTY COURT CLERK, RECORDED IN BOOK NO. 589 PAGE 121 OF SAID REGISTER'S OFFICE.

TO HAVE AND TO HOLD the said tract or parcel of land with the appurtenances, estate, title, and interest thereto belonging, to the said BALAM WILLIAMS AND WIFE BESSIE WILLIAMS THEIR heirs and assigns, forever. And WE do covenant with the said BALAM WILLIAMS AND BESSIE WILLIAMS 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 BALAM WILLIAMS AND WIFE BESSIE WILLIAMS THEIR heirs and assigns, against the lawful claims of all persons whomsoever.

But this conveyance is upon the following couditions, 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 WALTER PHILLIPS and BALAM WILLIAMS AND WIFE BESSIE WILLIAMS 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.

And this that, BALAM WILLIAMS AND WIFE BESSIE WILLIAMS agree to keep the IMPROVEMENTS on property conveyed insured to the amount of $500 Dollars, payable to the said WALTER PHILLIPS as collateral security to said notes, and to pay all taxes when due; and the said BALAM WILLIAMS AND HIS WIFE further agree that if THEY fail to keep the said IMPROVEMENTS insured or to pay any taxes as agreed, the said WALTER PHILLIPS 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 BALAM WILLIAMS AND WIFE shall fail to repay any premium or taxes and interest within TWO months from the payment thereof by the said WALTER PHILLIPS such failure shall render all of said notes due at the expiration of such time.

The said BALAM WILLIAMS AND HIS WIFE further agree that if said notes become due upon any contingency hereinbefore stated, the said WALTER PHILLIPS, 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 BALAM WILLIAMS AND HIS WIFE or THEIR legal representatives.

The said BALAM WILLIAMS AND HIS WIFE further agree that the said WALTER PHILLIPS may execute the power of sale herein contained without giving bond or taking oath; that the said WALTER PHILLIPS, or the lawful owner of any of the notes herein secured, may bid at any sale under said power; and that if the said WALTER PHILLIPS 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 WALTER PHILLIPS, and the said BALAM WILLIAMS AND HIS WIFE further agree that in the event of a sale of said property under and by virtue of this deed, then the said BALAM WILLIAMS AND WIFE and all persons holding under them, shall be and become the 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 signature, this 10TH day of AUGUST 1922.

WALTER PHILLIPS
MRS. HATTIE PHILLIPS

As evidence of OUR ratification and acceptance of the foregoing terms and conditions, WE, BALUM WILLIAMS AND WIFE BESSIE WILLIAMS join herein and subscribe OUR names S hereto.

This 10TH day of AUGUST 1922.

BALAM WILLIAMS
BESSIE WILLIAMS

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, J. C. NAPIER, a Notary Public in and for said County and State, the within named BALAM WILLIAMS AND WIFE BESSIE WILLIAMS AND WALTER / PHILLIPS AND WIFE HATTIE PHILLIPS the bargainor S., with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And BESSIE WILLIAMS AND HATTIE PHILLIPS WIVES of the said BALAM WILLIAMS AND WALTER PHILLIPS having appeared before me privately and apart from THEIR husband S, the said BESSIE WILLIAMS AND HATTIE PHILLIPS, acknowledged the execution of the said instrument to have been done by THEM freely, voluntarily, and understandingly, without compulsion or constraint from THEIR said husband S, and for the purposes therein expressed.

Witness my hand and official seal, at Nashville, Tennessee, this 10TH day of AUGUST 1922.

[Seal] J. C. NAPIER, Notary Public.

U.S.R.S. $1.50

RECD. NOV. 23, 1922 AT 3:55 P.M.