NUMBER 42702. STATE BANK & TRUST CO. TO MRS.DAVIS WEBB HAYS. RECORDED DEC,5,1922.

FOR AND IN CONSIDERATION of the sum of THREE THOUSAND ONE & 00/100 ($3001.00) DOLLARS, paid and to be paid by MRS.DAVIS WEBB HAYS, as follows: ONE ($1.00) Dollars cash, the receipt of which is hereby acknowledged, and for the remainder the said MRS.DAVIS WEBB HAYS HAS EXECUTED HER THIRTY&EIGHT(38)PROMISSORY NOTES,DATED SEPTEMBER,1ST,1922,BEARING INTEREST FROM DATE AT THE RATE OF SIX PER CENT(6%)PER ANNUM,AND DESCRIBED AS FOLLOWS;THIRTY-SIX(36)NOTES IN THE SUM OF FORTY($40.00)DOLLARS EACH,THE FIRST OF ~~be executed promissory note, due~~ ~~Dollars each of even date herewith, payable to the order of~~ ~~, and bearing six per cent interest from , with~~ lien retained on the property herein conveyed to secure their payment. The first one of said notes falls due ~~and the others thereafter until all are paid.~~ ~~have bargained and sold, and by these presents do transfer and convey, unto the said~~ ~~heirs and assigns, a certain tract or parcel of land in County, State of Tennessee, described as follows:~~ WHICH MATURES OCTOBER,1ST,1922,AND ONE ON THE FIRST DAY OF EACH SUCCEEDING MONTH UNTIL ALL ARE PAID,THE 37TH NOTE IS FOR SIXTY($60.00)DOLLARS,AND MATURES THIRTY-SEVEN(37)MONTHS AFTER DATE;THE 38TH NOTE IS IN THE SUM OF FIFTEEN HUNDRED($1500.00)DOLLARS,AND MATURES THREE YEARS AFTER DATE,WITH INTEREST PAYABLE SEMI-ANNUALLY.TOSECURE THE PAYMENT OF ALL OF SAID NOTES,A LIEN IS EXPRESSLY RESERVED ON THE PROPERTY HEREIN CONVEYED,PROVIDED,IT IS UNDERSTOOD AND AGREED BY THE PARTIES TO THIS INSTRUMENT,THAT SAID FIFTEEN HUNDRED($1500.00)DOLLAR NOTE SHALL BE SECURED BY A FIRST LIEN ON THE PROPERTY HEREIN CONVEYED AND SHALL HAVE PRIORITY AND TAKE PRECEDENCE OVER THE LIEN RESERVED TO SECURE THE THIRTY SEVEN MONTHLY NOTES HEREIN DESCRIBED,WHICH SAID MONTHLY NOTES SHALL BE SECURED BY A LIEN SECONDARY AND SUBSERVIENT TO THE LIEN SECURING SAID FIFTEEN HUNDRED ($1500.00)DOLLAR NOTE THE STATE BANK & TRUST COMPANY,A CORPORATION,HAS BARGAINED AND SOLD,AND BY THESE PRESENTS DO TRANSFER AND CONVEY UNTO THE SAID MRS.DAVIS WEBB HAYS,HER HEIRS AND ASSIGNS,A CERTAIN TRACT OR PARCEL OF LAND IN DAVIDSON COUNTY,STATE OF TENNESSEE,AS FOLLOWS;LOT NO.1 ON THE PLAN OF THE SUBDIVISION OF A PART OF THE CHADWELL TRACT,ON THE SOUTH SIDE OF THE NEELY'S BEND ROAD,AS OF RECORD IN BOOK 421,PAGE 61,REGISTER'S OFFICE FOR DAVIDSON COUNTY,TENNESSEE.SAID LOT NO.1 FRONTS 240 FEET ON THE SOUTHERLY SIDE OF THE NEELY'S BEND ROAD AND RUNS BACK BETWEEN PARALLEL LINES 1089 FEET,MORE OR LESS,.WE ARE UNABLE TO STATE WHETHER OR NOT SAID LOT RUNS TO THE CENTER OF THE STREET,AND BEING THE SAME PROPERTY CONVEYED TO THE STATE BANK & TRUST COMPANY,BY DEED FROM JOSEPH R.WEST,C.& M.OF RECORD IN BOOK 534,PAGE 87,R.O. D.C.TENN. AS A PART OF THIS CONTRACT IT IS UNDERSTOOD AND AGREED THAT THE PURCHASER HEREUNDER ASSUMES AND AGREES TO PAY TAXES FOR THE YEAR OF 1922.

TO HAVE AND TO HOLD the said tract or parcel of land with the appurtenances, estate, title, and interest thereto belonging, to the said MRS.DAVIS WEBB HAYS,HER heirs and assigns, forever. And WE do covenant with the said MRS.DAVIS WEBB HAYS, that WE ARE lawfully seised and possessed of said land in fee simple, have a good right to convey it, and the same is unencumbered EXCEPTING TAXES FOR THE YEAR 1922.

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 MRS.DAVIS WEBB HAYS, 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 STATE BANK & TRUST COMPANY, and MRS.DAVIS WEBB HAYS, that if any of said notes shall at any time be unpaid, either in whole or in part, ONE months after maturity, all of the notes shall thereupon become due.

The entire debt secured herein having been paid in full the the lawful owner and holder thereof, hereby releases the lien on the within described property, held to secure the payment of said debt. This 1st day of Dec. 1922

Attest: R. T. Wright Deputy Reg.

Commerce Union Bank
by R. E. Jones
Chief Cashier

The said MRS.DAVIS WEBB HAYS, agree S. to keep the IMPROVEMENTS on property conveyed insured to the amount of TWO THOUSAND ($2000.00) Dollars, payable to the said STATE BANK & TRUST COMPANY, as collateral security to said notes, and to pay all taxes when due; and the said MRS.DAVIS WEBB HAYS, further agree S. that if SHE fail S to keep the said PROPERTY insured or to pay any taxes as agreed, the said STATE BANK & TRUST COMPANY, 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 MRS.DAVIS WEBB HAYS, shall fail to repay any premium or taxes and interest within TWO months from the payment thereof by the said STATE BANK & TRUST CO., such failure shall render all of said notes due at the expiration of such time.

The said MRS.DAVIS WEBB HAYS, further agree S. that if said notes become due upon any contingency hereinbefore stated, the said STATE BANK & TRUST CO., 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 MRS.DAVIS WEBB HAYS, or HER legal representatives.

The said MRS.DAVIS WEBB HAYS, further agree S. that the said STATE BANK & TRUST COMPANY, may execute the power of sale herein contained without giving bond or taking oath; that the said STATE BANK & TRUST COMPANY, or the lawful owner of any of the notes herein secured, may bid at any sale under said power; and that if the said STATE BANK & TRUST COMPANY, 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 STATE BANK & TRUST COMPANY, and the said MRS.DAVIS WEBB HAYS further agree S. that ~~the execution of said conveyance, and by virtue of this deed, then the said~~ THE PURCHASER MAY RE-ENTER AND TAKE POSSESSION OF THE PROPERTY WITHOUT HINDRANCE OR DELAY,AND THE SAID MRS.DAVIS WEBB HAYS,WILL BECOME TENANT AT WILL OF THE PURCHASER FROM AND AFTER DAY OF SALE,IN WITNESS WHEREOF WE HEREUNTO SET OUR SIGNATURE,THIS 1ST,DAY OF SEPTEMBER, 1922.

~~In Witness Whereof, hereunto set signature this day of~~

(SEAL) STATE BANK & TRUST COMPANY.

ATTEST: CHAS.F.LOVELL,CASHIER. BY R.E.DONNELL,PREST.

As evidence of MY ratification and acceptance of the foregoing terms and conditions, I,MRS.DAVIS WEBB HAYS, join herein and subscribe MY name hereto.

This 1ST day of SEPTEMBER,1922.

MRS.DAVIS WEBB HAYS.

~~WEBB HAYS.~~

~~ACKNOWLEDGMENT BEFORE NOTARY PUBLIC.~~

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, H.W.BRUCE, a Notary Public in and for said County and State, the within named MRS.DAVIS WEBB HAYS, the bargainor, with whom I am personally acquainted, and who acknowledged that SHE executed the within instrument for the purposes therein contained.

And

of the said

having appeared before me privately and apart from husband, the said

acknowledged the execution of the said instrument to have been done by freely, voluntarily, and understandingly, without compulsion or constraint from said husband, and for the purposes therein expressed.

Witness my hand and official seal, at Nashville, Tennessee, this 14 day of SEPTEMBER,1922. 19

[Seal] H.W.BRUCE, Notary Public.

STATE OF TENNESSEE,COUNTY OF DAVIDSON,

BEFORE ME,H.W.BRUCE,A NOTARY PUBLIC IN AND FOR THE STATE AND COUNTY,AFORESAID,PERSONALLY APPEARED R.E.DONNELL,AND CHAS.F.LOVELL,WITH WHOM I AM PERSONALLY ACQUAINTED,AND WHO UPON OATH ACKNOWLEDGED THEMSELVES TO BE THE PRESIDENT AND CASHIER,RESPECTIVELY,OF THE STATE BANK & TRUST COMPANY,ONE OF THE WITHIN NAMED BARGAINORS,A CORPORATION,AND THAT THEY,AS SUCH PRESIDENT AND CASHIER,RESPECTIVELY,BEING DULY AUTHORIZED SO TO DO,EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED,BY SIGNING THE NAME OF THE CORPORATION,BY SAID R.E.DONNELL,AS PRESIDENT,AND AFFIXING ITS CORPORATE SEAL THERETO AND ATTESTING SAME BY SAID CHAS.F.LOVELL,AS CASHIER.WITNESS MY HAND AND OFFICIAL SEAL AT OFFICE IN NASHVILLE,TENNESSEE,THIS 14 DAY OF SEPTEMBER,1922. (SEAL) H.W.BRUCE,NOTARY PUBLIC.

REC.DEC,1,1922 AT 11;26 A.M.