NUMBER 45774. REBECCA ROSE,ET AL.

FOR AND IN CONSIDERATION of the sum of [illegible] paid and to be paid by T.A.PEACH, SEVENTY FIVE, T.A.PEACH HAS EXECUTED ONE HUNDRED(100) [illegible] FOR TEN DOLLARS($10.00) EACH WITH VENDOR'S LIEN RETAINED THE FIRST ONE OF SAID NOTES FALLS DUE ON THE 10TH. DAY OF APRIL,1922,AND ONE ON THE TENTH DAY OF EACH MONTH THEREAFTER UNTIL ALL ARE [illegible] executed promissory note [illegible] Dollars each of even date herewith, payable to the order of [illegible] and bearing six per cent interest from [illegible] with lien retained on the property herein conveyed to secure their payment. The first one of said notes falls due [illegible] thereafter until all are paid, and the others [illegible] have bargained and sold, and by these presents do transfer and convey, unto the said [illegible] heirs and assigns, a certain tract or parcel of land in [illegible] County, State of Tennessee, as follows:

PAID IN FULL.THE SAID REBECCA ROSE AND HUSBAND JAMES ROSE,HAVE BARGAINED AND SOLD,AND BY THESE PRSENTS DO TRANSFER AND CONVEY UNTO THE SAID T.A.PEACH,HIS HEIRS AND ASSIGNS,A CERTAIN TRACT OR PARCEL OF LAND IN DAVIDSON COUNTY,COUNTY,STATE OF TENNESSEE,AS FOLLOWS:BEING PARTS OF LOTS NO.44 AND 46 AS SHOWN IN THE PLAN OF W.H.HYRONEMUS,OR RECORD IN PLAN BOOK NO.161,P.174 REGISTER'S OFFICE OF DAVIDSON COUNTY,TENNESSEE.SAID PARTS OF LOTS NO.44 AND 46 FRONT 68 FEET ON THE EAST SIDE OF MCFERRIN AVENUE,AND EXTENDS BACK EASTERLY 152 FEET TO A DEAD LINE AND IS MORE ACCURATELY DESCRIBED AS FOLLOWS:BEGINNING AT A POINT ON SAID MCFERRIN AVENUE ONE HUNDRED FEET NORTH BAILEY AVENUE;THENCE AT RIGHT ANGLES TO MCFERRIN AVE,EASTERLY 152 FEET TO A DEAD LINE; THENCE NORTHERLY 68 FEET TO THE SLOTHERLY MARGIN OF AN ALLEY,THENCE WESTERLY ALONG THE SLOUTHERLY MARGIN OF SAID ALLEY 152 FEET TO THE EASTERLY MARGIN OF SAID MCFERRIN AVENUE;THENCE SOUTHERLY ALONG THE EASTERLY MARGIN OF SAID MCFERRIN AVE,68 FEET TO THE POINT OF BEGINNING,AND BEING THE SAME PROPERTY CONVEYED TO REBECCA ROSE,BY JAMES ROSE OF RECORD IN BOOK NO.476,P.126,R.O.D.C.TENNESSEE.

Recorded Jan 4, 1923 at 11:55 A.M. Davidson Co. Tenn.

TO HAVE AND TO HOLD the said tract or parcel of land with the appurtenances, estate, title, and interest thereto belonging, to the said T.A.PEACH,HIS heirs and assigns, forever. And WE do covenant with the said T.A.PEACH, 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 T.A.PEACH,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—viz:

It is expressly agreed by and between the said REBECCA ROSE, and T.A.PEACH, 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.

agrees S. to keep the HOUSE [illegible] insured to the amount of FIVE HUNDRED Dollars, payable to the said [illegible] PEACH, as collateral security to said notes, and to pay all taxes when due; and the said T.A.PEACH, further agrees S that if I fail to keep the said [illegible] REBECCA ROSE, insured or to pay any taxes as agreed, the said [illegible] 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 T.A.PEACH, shall fail to repay any premium or taxes and interest within TWO months from the payment thereof by the said REBECCA ROSE, such failure shall render all of said notes due at the expiration of such time.

The said T.A.PEACH, further agrees S that if said notes become due upon any contingency hereinbefore stated, the said REBECCA ROSE, 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 T.A.PEACH, or HIS legal representatives.

The said T.A.PEACH, further agrees S that the said REBECCA ROSE, may execute the power of sale herein contained without giving bond or taking oath; that the said REBECCA ROSE, or the lawful owner of any of the notes herein secured, may bid at any sale under said power; and that if the said REBECCA ROSE, 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 REBECCA ROSE and to said T.A.PEACH. Further agree S that THE PURCHASER MAY RE-ENTER AND TAKE POSSESSION OF THE PROPERTY WITHOUT HINDRANCE OR DELAY,AND THE SAID T.A.PEACH,WILL BECOME TENANT AT WILL OF THE PURCHASER FROM AND AFTER DAY OF SALE. [illegible] said tenancy to be determined at the option of said purchaser upon five days written notice.

In Witness Whereof, WE hereunto set OUR signature S, this 10 day of MARCH, 1922.

REBECCA X ROSE
MARK

WIT.J.R.ALLEN.

JAMES ROSE.

As evidence of MY ratification and acceptance of the foregoing terms and conditions, MY T.A.PEACH, join herein and subscribe MY name hereto.

This ---- day of MARCH, 192

HER
REBECCA ROSE
MARK

WITNESS J.R.ALLEN.

JAMES ROSE.

ACKNOWLEDGMENT BEFORE NOTARY PUBLIC

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, J.R.ALLEN, a Notary Public in and for said County and State, the within named REBECCA ROSE & JAMES ROSE, the bargainor, with whom I am personally acquainted, and who acknowledge that THEY executed the within instrument for the purposes therein contained.

And REBECCA ROSE & JAMES ROSE, REBECCA ROSE,WIFE of the said JAMES ROSE, having appeared before me privately and apart from HER husband, the said JAMES ROSE, THEY 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, and for the purposes therein expressed.

Witness my hand and official seal, at Nashville, Tennessee, this 15 day of MCH, 1922.

NOTARY PUBLIC COM.EXPIRES JULY,6,1924. [Seal] J.R.ALLEN, Notary Public.

U.S.R.S.$1.50.

RECEIVED, JAN 6-1923 11.55 AM