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NUMBER 45666 RECORDED MARCH 19, 1923 MRS. LULA G. STEWART, A WI[DOW] TO LEWIS [illegible]

FOR AND IN CONSIDERATION of the sum of ...NINE HUNDRED ($900.00)... DOLLARS, paid and to be paid by ...LEWIS MOORMAN AND JOHN BLEDSOE... as follows: ...SEVENTY-FIVE & NO/100... Dollars cash, the receipt of which is hereby acknowledged, and for the remainder the said LEWIS MOORMAN & JOHN BLEDSOE

have executed ...82... promissory note S. XXX THE FIRST EIGHTY-ONE FOR TEN DOLLARS EACH AND THE LAST ONE FOR FIFTEEN DOLLARS ... XXXXXXX of even date herewith, payable to the order of MRS. LULA G. STEWART, and bearing six per cent interest from FEB. 24, 1923, with lien retained on the property herein conveyed to secure their payment. The first one of said notes falls due MARCH 24, 1923, and the others ON THE OTHERS ON THE 24TH DAY OF EACH MONTH thereafter until all are paid.

I, MRS. LULA G. STEWART, A WIDOW have bargained and sold, and by these presents do transfer and convey, unto the said LEWIS MOORMAN AND JOHN BLEDSOE, THEIR heirs and assigns, a certain tract or parcel of land in DAVIDSON County, State of Tennessee, as follows:

THE WESTERLY ONE HALF OF LOT NO.5 IN THE SUBDIVISION OF LOTS NOS. 8, 9 AND 10 OF THE BOYD MCNAIRY TRACT, AS OF RECORD IN BOOK NO. 21, PAGE 93, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE.

SAID WESTERLY ONE HALF OF LOT NO. 5 FRONTS 50 FEET ON THE SOUTHERLY SIDE OF BOOKER STREET, FORMERLY HARDING STREET, AND RUNS BACK 192.6 FEET ON THE WESTERLY LINE AND 192 FEET, MORE OR LESS, ON THE EASTERLY LINE TO AN ALLEY AND IS PART OF THE PROPERTY CONVEYED TO JOE M. STEWART BY DEED FROM VAUDERBILT UNIVERSITY RECORDED IN BOOK 401, PAGE 76 OF SAID REGISTER'S OFFICE AND BY WILL TO LULA G. STEWART UNDER THE WILL OF JOE M. STEWART, RECORDED IN WILL BOOK 37, PAGE 503 IN THE COUNTY COURT FOR DAVIDSON COUNTY.

LEWIS MOORMAN AND JOHN BLEDSOE HEREBY ASSUME& AGREE TO PAY ALL TAXES FOR THE YEAR 1923.

The entire debt secured herein having been paid in full to the Lawful owner and holder, thereof, I hereby release the lien on the within described property. This [illegible] day of [illegible] 1930.

Witness: [illegible] Deputy Register

AND IN ORDER TO CARRY OUT THE CONDITIONS, TERMS, AND PROVISIONS OF THIS INSTRUMENT, THE SAID LULA G. STEWART AND LEWIS MOORMAN & JOHN BLEDSOE 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 I 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.

TO HAVE AND TO HOLD the said tract or parcel of land with the appurtenances, estate, title, and interest thereto belonging, to the said LEWIS MOORMAN & JOHN BLEDSOE, THEIR heirs and assigns, forever. And I do covenant with the said LEWIS MOORMAN AND JOHN BLEDSOE that I AM lawfully seised 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 LEWIS MOORMAN & JOHN BLEDSOE, THEIR 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 LULA G. STEWART and LEWIS MOORMAN & JOHN BLEDSOE 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.

LEWIS MOORMAN & JOHN BLEDSOE agree to keep the COTTAGE on property conveyed insured to the amount of $600.00 Dollars, payable to the said JOHN T. LINDSLEY, TRUSTEE as collateral security to said notes, and to pay all taxes when due; and on said ... LEWIS MOORMAN & JOHN BLEDSOE further agree, that if THEY fail 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 LEWIS MOORMAN & JOHN BLEDSOE shall fail to repay any premium or taxes and interest within TWO months from the payment thereof by the said TRUSTEE OR OWNER such failure shall render all of said notes due at the expiration of said time.

The said LEWIS MOORMAN & JOHN BLEDSOE further agree that if said notes become due upon any contingency hereinabove 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 LEWIS MOORMAN & JOHN BLEDSOE, or HEIR legal representatives.

The said LEWIS MOORMAN & JOHN BLEDSOE further agree 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 LEWIS MOORMAN & JOHN BLEDSOE further agree that in the event of a sale of said property, under and by virtue of this deed, then the said THAT THE PURCHASER MAY RE-ENTER 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 LEWIS MOORMAN & JOHN BLEDSOE OR THEIR 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 TO THE TIME OF SUCH REMOVAL.

IN WITNESS WHEREOF, WE HAVE HEREUNTO SET OUR HANDS THIS 24 DAY OF FEB, 1923.

ACK. LULA G. STEWART

As evidence of OUR ratification and acceptance of the foregoing terms and conditions, WE, LEWIS MOORMAN & JOHN BLEDSOE join herein and subscribe OUR name S. hereto.

This 24TH day of FEBRUARY, 1923.

WITNESSES TO WHO BLEDSOE'S MARK
EVA WOODROOF
W. A. SHARPE

LEWIS MOORMAN
JOHN BLEDSOE
HIS MARK

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, A WIDOW AND LEWIS/ MOORMAN AND JOHN BLEDSOE the bargainor S. with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

Wife 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 28TH day of FEBRUARY, 1923.

[Seal] EVA WOODROOF, Notary Public.

U.S.R.S. $1:00

RECD. MCH 12, 1923 AT 8:50 A.M.