NUMBER 47014. MRS.LULA G.STEWART,TO TAN OAKLEY, ET UX RECORDED APRIL 23, 1923

FOR AND IN CONSIDERATION of the sum of ONE HUNDRED($100.00)

paid and to be paid by TAN OAKLEY & WIFE,DOLLY OAKLEY,

SEVENTY FIVE.Dollars cash, the receipt of which is hereby acknowledged, and the

remainder the said TAN OAKLEY & WIFE,DOLLY OAKLEY,

we VE executed 83 promissory notes S VIZ 82 FOR TEN DOLLARS EACH & THE LAST ONE FOR FIVE

Dollars EACH of even date herewith, payable to the order of

MRS.LULA G.STEWART. and bearing six per cent interest from APRIL 10,1923. with

lien retained on the property herein conveyed to secure their payment. The first one of said notes falls due MAY 10TH.1923.

and the others ON THE 10TH DAY OF EACH MONTH. thereafter until all are paid.

I,MRS.LULA G.STEWART,AN UNMARRIED WOMAN.

have bargained and sold, and by these presents do transfer and convey, unto the said TAN OAKLEY.

& WIFE,DOLLY OAKLEY.OR THE SURVIVOR,THEIR

heirs and assigns, a certain tract or parcel of land in DAVIDSON, County, State of Tennessee, as follows:

THE EASTERLY ONE' HALF OF LOT NO.5 IN THE SUBDIVISION OF LOTS NOS.8,9 & 10 OF THE BOYD,MC-NAIRY TRACT,AS OF RECORD IN BOOK NO.21,PAGE 93,OF THE REGISTER'S OFFICE FOR SAID COUNTY,SAID EASTERLY ONE HALF OF LOT 5 FRONTS 50 FEET ON THE SOUTHERLY SIDE OF BOOKER STREET,FORMERLY HARDING STREET,AND RUNS BACK 192.6 FEET,MORE OR LESS,ON THE WESTERLY LINE AND 192 FEET ON THE EASTERLY LINE TO AN ALLEY,AND WAS WILLED TO LULA G.STEWART,BY HER HUSBAND,JOE M.STEWART, AS SET FORTH IN WILL BOOK NO.37 ,PAGE 503,OF THE COUNTY COURT FOR DAVIDSON COUNTY.

The entire plat secured herein having been paid in full as evidenced by the hereto attached release executed by the holder of the notes secured thereby, which is filed herewith, this lien is hereby released. This April 21st 1923. Witness: [illegible]

AND IN ORDER TO CARRY OUT THE CONDITIONS,TERMS,AND PROVISIONS OF THIS INSTRUMENT,THE SAID MRS.LULA G.STEWART & TAN OAKLEY & DOLLY OAKLEY,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 WE 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 TAN OAKLEY & WIFE,DOLLY OAKLEY,THEIR heirs and assigns, forever. And WE do covenant with the said TAN OAKLEY & WEFE,DOLLY OAKLEY, 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 TAN OAKLEY & WIFE DOLLY OAKLEY,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 MRS.LULA G.STEWART, and TAN OAKLEY & WIFE,DOLLY OAKLEY, 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.

And the said TAN OAKLEY & WIFE,DOLLY OAKLEY, agree to keep the COTTAGE, on property conveyed insured to the amount of FOUR HUNDRED, Dollars, payable to the said JOHN T.LINDSLEY, TRUSTEE, as collateral security to said notes, and to pay all taxes when due; and the said TAN & DOLLY OAKLEY, 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 TAN AND DOLLY OAKLEY, shall fail to repay any premium or taxes and interest within TWO months from the payment thereof by the said TRUSTEE OR OWNER, said failure shall render all of said notes due at the expiration of such time.

The said TAN & DOLLY OAKLEY, further agree that if said notes become due upon any contingency hereinbefore stated, the said JOHN T.LINDSLEY,M.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 TAN OAKLEY & WIFE,DOLLY OAKLEY, or THE IR legal representatives.

The said TAN OAKLEY & WIFE DOLLY OAKLEY, 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 TAN OAKLEY & WIFE,DOLLY OAKLEY, further agree 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 TAN OAKLEY & WIFE,DOLLY OAKLEY,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 SALE TO THE TIME OF SUCH REMOVAL,IN WITNESS I HEREUNTO SET MY SIGNATURE,THIS 10TH DAY OF APRIL 1923.LULA G.STEWART

As evidence of OUR ratification and acceptance of the foregoing terms and conditions, WE,TAN OAKLEY & WIFEDOLLY OAKLEY, join herein and subscribe OUR name.S. hereto.

This 10TH day of APRIL,1923.

TAN OAKLEY.
DOLLY OAKLEY.

ACKNOWLEDGMENT BEFORE NOTARY PUBLIC.

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 TAN OAKLEY AND HIS WIFE,DOLLY OAKLEY, the bargainor S., with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And DOLLY OAKLEY,WIFE of the said TAN OAKLEY, having appeared before me privately and apart from HER husband, the said DOLLY OAKLEY, 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 21ST day of APRIL, 1923.

[Seal] EVA WOODROOF, Notary Public.

U.S.R.S.$1.00.
REC.APRIL,23,1923 AT 8:46 A.M.