RECORDED OCT,24,1923.

NUMBER 53828. MRS.GERTRUDE H.WHEELER, ET AL TO MRS.LIZZIE B.ROBERTSON,

FOR AND IN CONSIDERATION of the sum of ..... DOLLARS, paid and to be paid by ..... as follows: ..... Dollars cash, the receipt of which is hereby acknowledged, and for the remainder the said ..... ha ..... executed ..... promissory note ..... for ..... Dollars each of even date herewith, payable to the order of ....., and bearing six per cent interest from ..... lien retained on the property herein conveyed to secure their payment. The first one of said notes falls due ..... 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, as follows:

FOR AND IN CONSIDERATION OF THE SUM OF FORTY-FOUR HUNDRED,SEVENTY-FIVE($4475.00)DOLLARS PAID AND TO BE PAID BY MRS.LIZZIE B.ROBERTSON ABD HUSBAND,HUGH W.ROBERTSON AS FOLLOWS:NINETEEN HUNDRED ($1900.00)DOLLARS PAID IN THE CONVEYANCE OF OTHER REAL ESTATE,ACCEPTANCE AS CASH,A DEED TO WHICH HAS BEEN EXECUTED AND DELIVERED,AND FOR PART OF THE REMAINDER,THE SAID MRS. LIZZIE B.ROBERTSON AND HUGH W.ROBERTSON,ASSUME AND AGREE TO PAY OFF AN INDEBTEDNESS OF $1750. SECURED BY DEED OF TRUST FROM C.A.WHEELER AND WIFE GERTRUDE H.WHEELER,TO W.C.CARTWRIGHT,TRUSTEE,DATED MAY,9,1923,AND DUE THREE YEARS FROM SAID DATE,WITH INTEREST PAYABLE SEMI-ANNUALLY FROM MAY,9,1923,AND FOR THE RESIDUE,EIGHT HUNDRED,TWENTY-FIVE($825.00)DOLLARS,THE SAID MRS. LIZZIE B.ROBERTSON AND HUGH W.ROBERTSON HAVE EXECUTED THEIR 33 JOINT PROMISSORY NOTES,OF EVEN DATE HEREWITH,FOR $25.00 EACH,PAYABLE TO THE ORDER OF MRS.GERTRUDE H.WHEELER,MONTHLY WITH INTEREST,AT 6% .THE FIRST OF SAID NOTES FALLS DUE JUNE,17,1923,AND THE OTHERS,ONE ON THE 17TH, DAY OF EACH SUBSEQUENT MONTH THEREAFTER UNTIL ALL ARE PAID.TO SECURE THE PAYMENT OF SAID NOTES AND INTEREST,A LIEN IS HEREBY EXPRESSLY RESERVED AND RETAINED ON THE LOT OR PARCEL OF LAND HEREINAFTER DESCRIBED,AND THE FURTHER CONSIDERATION,THAT THE SAID MRS.LIZZIE B.ROBERTSON, AND HUGH W.ROBERTSON ASSUME PAYMENT OF ALL TAXES ON THE PROPERTY HEREBY CONVEYED FOR THE YEAR 1923,WE,C.A.WHEELER AND WIFE GERTRUDE H.WHEELER,HAVE BARGAINED AND SOLD,AND BY THESE PRESENTS DO TRANSFER AND CONVEY UNTO THE SAID MRS.LIZZIE B.ROBERTSON AND HUSBAND,HUGH W.ROBERTSON,THEIR HEIRS AND ASSIGNS,A CERTAIN LOT OR PARCEL OF LAND IN DAVIDSON COUNTY,TENNESSEE,DESCRIBED AS FOLLOWS:BEING THE EASTERLY ½ OF LOT NO.25 ON THE PLAN OF W.H.HYRONEMUS' ADDITION,AS OF RECORD IN BOOK 161,PAGE 174,REGISTER'S OFFICE FOR DAVIDSON COUNTY,TENNESSEE.SAID EASTERLY ½ OF LOT NO.25 FRONTS 50 FEET ON THE SOUTHERLY SIDE OF SHARPE AVENUE,AND RUNS BACK,BETWEEN PARALLEL LINES,168 FEET TO AN ALLEY,AND BEING PART OF THE SAME PROPERTY CONVEYED TO MRS.GERTRUDE H. WHEELER,BY DEED FROM JOSEPH R.WEST,CLERK AND MASTER,OF RECORD IN BOOK 586,PAGE 551,R.O.D.C. TO WHICH REFERENCE IS MADE.

The said MRS.LIZZIE B.ROBERTSON AND HUGH W.ROBERTSON, agree to keep the RESIDENCE, on property conveyed insured to the amount of THREE THOUSAND ($3000.00),AND 00/100 Dollars, payable to the said MRS.GERTRUDE H.WHEELER, as collateral security to said notes, and to pay all taxes when due; and the said MRS.LIZZIE B.ROBERTSON AND HUGH W.ROBERTSON, further agree that if THEY fail to keep the said BUILDINGS, insured or to pay any taxes as agreed, the said MRS.GERTRUDE H.WHEELER, or the lawful holder of said notes, may have the buildings 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.LIZZIE B.ROBERTSON AND HUGH W.ROBERTSON, shall fail to repay any premium or taxes and interest within TWO, months from the payment thereof by the said MRS.GERTRUDE H. WHEELER, such failure shall render all of said notes due at the expiration of such time.

The said MRS.LIZZIE ROBERTSON AND HUGH W.ROBERTSON, further agree that if said notes become due upon any contingency hereinbefore stated, the said MRS.GERTRUDE H.WHEELER, 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.LIZZIE B.ROBERTSON AND HUGH W.ROBERTSON, or THEIR legal representatives.

The said MRS.LIZZIE B.ROBERTSONAND HUGH W.ROBERTSON, further agree that the said MRS.GERTRUDE H.WHEELER, may execute the power of sale herein contained without giving bond or taking oath; that the said MRS.GERTRUDE H.WHEELER, or the lawful owner of any of the notes herein secured,may bid at any sale under said power; and that if the said MRS.GERTRUDE H.WHEELER, 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 MRS.GERTRUDE H. WHEELER, and the said MRS.LIZZIE B.ROBERTSON AND HUGH W. further agree that in the event of a sale of said property under and by virtue of this deed,then the said purchaser may re-enter and take possession of the property without hindrance or delay and the said will become tenant at will of the purchaser from and after day of sale, 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.

That the purchaser may re-enter and take possession of the property without hindrance or delay and the said will become tenant at will of the purchaser from and after day of sale.

In Witness Whereof, WE, hereunto set OUR signature S, this 17TH day of MAY,1923.

C.A.WHEELER.

MRS.GERTRUDE H.WHEELER.

As evidence of OUR ratification and acceptance of the foregoing terms and conditions, WE,THE UNDERSIGNED, join herein and subscribe OUR name S hereto.

This 17TH day of MAY, 1923.

HUGH W.ROBERTSON.

MRS.LIZZIE B.ROBERTSON.

ACKNOWLEDGMENT BEFORE NOTARY PUBLIC.

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, J.W.VAUGHAN, a Notary Public in and for said County and State, the within named MRS.GERTRUDE H.WHEELER AND HUSBAND,C.A.WHEELER AND MRS.LIZZIE B.ROBERTSON,AND HUSBAND,HUGH W ROBERTSON, the bargainor S, with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And MRS.GERTRUDE H.WHEELER AND MRS.LIZZIE B.ROBERTSON WIVES, of the said C.A.WHEELER AND HUGH W.ROBERTSON, she is examined separately and apart from THEIR husband S in the said C.A.WHEELER AND HUGH W.ROBERTSON,THE S SAID MRS.GERTRUDE H.WHEELER AND MRS.LIZZIE B.ROBERTSON, 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 31ST day of MAY, 1923.

[Seal] J.W.VAUGHAN, Notary Public.

REC.OCT,18,1923 AT 9:50 A.M.

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.LIZZIE B.ROBERTSON AND HUSBAND,HUGH W.ROBERTSON,THEIR, heirs and assigns, forever. And WE, do covenant with the said MRS.LIZZIE B.ROBERTSON AND HUGH W.ROBERTSON, 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 EXCEPT AS ABOVE STATED.

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.LIZZIE B.ROBERTSON AND HUGH W.ROBERTSON,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.GERTRUDE H.WHEELER, and MRS.LIZZIE B.ROBERTSON AND HUGH W.ROBERTSON, 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.

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