NUMBER 78365.. H.G.HOCKETT ET UX TO WMWADDEY,ET UX RECORDED SEPT.4,1925...

FOR AND IN CONSIDERATION of the sum of SIX HUNDRED FIFTY($650.00) DOLLARS, paid and to be paid by W.M.WADDEY AND WIFE,FLORA WADDEY,, as follows: ONE HUNDRED FIFTY($150.00), Dollars cash, the receipt of which is hereby acknowledged; and for the remainder the said W.M.WADDEY AND WIFE,FLORA WADDEY,HAVE EXECUTED THEIR THIRTY-TWO (32)PROMISSORY LIEN NOTES FOR FIFTEEN ($15.00),EACH,AN D ONE FOR TWENTY ($20.00),DOLLARS, PAYABLE MONTHLY TO THE ORDER OF H.G.HOCKETT,THE FIRST ONE OF SAID NOTES BEING DUE SEPTEMBER,1,1925,AND ONE EACH MONTH THEREAFTER UNTIL ALL ARE PAID,WE,H.G.HOCKETT AND WIFE,R.L.HOCKETT,HAVE BARGAINED AND SOLD,AND BY THESE PRESENTS DO TRANSFER AND CONVEY UNTO THE SAID W.M.WADDEY AND WIFE, FLORA WADDEY,THEIR, HEIRS AND ASSIGNS,A CERTAIN TRACT OR PARCEL OF LAND IN DAVIDSON COUNTY, be executed promissory note for 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 County, State of Tennessee, as follows: heirs and assigns, a certain tract or parcel of land in STATE OF TENNESSEE,,AS FOLLOWS:LOTS NOS,15 AND 16 OF BLOCK 25 ON THE PLAN OF MIDWAY ,AS OF RECORD IN BOOK,421,PAGE,11,R.O.D.C.TENNESSEE.SAID LOTS FRONT 50 FEET ON THE EASTERLY SIDE OF INDIA AVENUE,NOW 32ND,AVENUE,NORTH,AND EXTEND BACK BETWEEN PARALLEL LINES,150 FEET TO AN ALLEY,AND BEING A PART OF THE SAME PROPERTY CONVEYED TO H.G.HOCKETT AND WIFE,R.L.HOCKETT,BY A.L.MOORE AND WIFE,FLORENCE MOORE,BY DEED REGISTERED IN BOOK,586,PAGE,34,R.O.D.C.

The mailing address of the within named grantee is [illegible]

[illegible]

TO HAVE AND TO HOLD the said tract or parcel of land with the appurtenances, estate, title, and interest thereto belonging, to the said W.M.WADDEY AND WIFE,FLORENCE WADDEY, heirs and assigns, forever. And WE, do covenant with the said W.M.WADDEY AND WIFE,FLORENCE WADDEY, that WE ARE, lawfully seized and possessed of said land in fee simple, have a good right to convey it, and the same is unincumbered

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 W.M.WADDEY,AND WIFE,FLORENCE WADDEY,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 H.G.HOCKETT AND WIFE,R.L.HOCKETT,, and W.M.WADDEY AND WIFE,FLORENCE WADDEY, that if any of said notes shall at any time be unpaid, either in whole or in part 2 months after maturity, all of the notes shall thereupon become due.

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The said W.M.WADDEY,AND WIFE,FLORENCE WADDEY, Agree to keep the BUILDING, on property conveyed insured to the amount of Dollars, payable to the said H.G.HOCKETT AND WIFE,R.L.HOCKETT,, as collateral security to said notes, and to pay all taxes when due; and the said W.M.WADDEY AND WIFE,FLORENCE WADDEY,, further agree that if THEY, fail to keep the said HOUSE, insured or to pay any taxes as agreed, the said H.G.HOCKETT,, 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 W.M.WADDEY AND WIFE, shall fail to repay any premium or taxes and interest within TWO,, months from the payment thereof by the said H.G.HOCKETT such failure shall render all of said notes due at the expiration of such time.

The said W.M.WADDEY AND WIFE,FLORENCE WADDEY,, further agree that if said notes become due upon any contingency hereinbefore stated, the said H.G.HOCKETT AND WIFE,,R.L.HOCKETT,,, 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 W.M.WADDEY AND WIFE, or THEIR, legal representatives.

The said W.M.WADDEY AND WIFE,FLORA WADDEY, further agree that the said H.G.HOCKETT AND WIFE,R.L.HOCKETT,, may execute the power of sale herein contained without giving bond or taking oath; that the said H.G.HOCKETT AND WIFE,R.L.HOCKETT,, or the lawful owner of any of the notes herein secured, may bid at any sale under said power; and that if the said H.G.HOCKETT AND WIFE,R.L.HOCKETT,, 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 H.G.HOCKETT AND WIFE,R.L.HOCKETT,, and the said W.M.WADDEY AND WIFE,FLORA WADDEY, 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 -- day of AUGUST,,1925..

HENRY G.HOCKETT.
R.L.HOCKETT..

As evidence of CUR, ratification and acceptance of the foregoing terms and conditions, WE,W.M.WADDEY AND WIFE,FLORA WADDEY, join herein and subscribe OUR, name S hereto.

This 8TH, day of AUGUST,, 1925.

WM.WADDEY..
FLORA WADDEY..

ACKNOWLEDGMENT BEFORE NOTARY PUBLIC.

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, GEORGE W.FRAZIER,, a Notary Public in and for said County and State, the within-named HENRY G.HOCKETT AND WIFE,R.L.HOCKETT,, the bargainor S, with whom I am personally acquainted, and who acknowledged that THEY, executed the within instrument for the purposes therein contained.

And R.L.HOCKETT,,WIFE, of the said HENRY HOCKETT having appeared before me privately and apart from HER husband, the said R.L.HOCKETT,,, acknowledge 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 8TH, day of AUGUST,, 1925.

[Seal] GEORGE W.FRAZIER,, Notary Public.

MY COMMISSION EXPIRES,JULY,7,1928,

U.S.RS.$1.00.

RECD.AUG 12,1925 AT 12:55 P.M.