NUMBER 64327. J.H.HOLT, ET UXTO OSCAR C.BREEDLOVE, ET UX RECORDED AUG,27,1924.

FOR AND IN CONSIDERATION of the sum of $400.00, FOUR HUNDRED, DOLLARS, paid and to be paid by OSCAR C.BREEDLOVE AND WIFE CATHERINE S.BREEDLOVE, as follows: ONE HUNDRED, Dollars cash, the receipt of which is hereby acknowledged, and for the remainder the said OSCAR C.BREEDLOVE,AND WIFE,CATHERINE S.BREEDLOVE, ha VE executed THEIR, promissory note S, for TWELVE $12.00, Dollars each of even date herewith, payable to the order of J.H.HOLT AND WIFE ANNIE E.HOLT, and bearing six per cent interest from DATE, with lien retained on the property herein conveyed to secure their payment. The first one of said notes falls due SEPT,9TH,DAY 1924, and the others ONE ON OR BEFORE THE 9TH,DAY OF EACH AND EVERY MONTH, thereafter until all are paid, WE,J.H.HOLT AND WIFE ANNIE E.HOLT, have bargained and sold, and by these presents do transfer and convey, unto the said OSCAR C.BREEDLOVE,AND WIFE,CATHERINE S.BREEDLOVE,THEIR, heirs and assigns, a certain tract or parcel of land in DAVIDSON, County, State of Tennessee, as follows:

BEING LOT NO.26 ON THE MAP OF ASHTON,S SUBDIVISION OF L.M.LEWIS FARM AT BORDEAUX,TENNESSEE,AS OF RECORD IN BOOK NO.421,PAGE 19,OF THE REGISTER'S OFFICE FOR DAVIDSON COUNTY,TENNESSEE.SAID LOT NO.26 FRONTS 100 FEET ON THE EASTERLY SIDE OF ELIZABETH AVENUE,AND RUNS BACK BETWEEN PARALLEL LINES,200 FEET TO A DEAD LINE,AND IS THE SAME PROPERTY THAT WAS CONVEYED BY DEED OF V.C. HEAD AND HER HUSBAND,HARRISON HEAD,TO J.H.HOLT AND WIFE,ANNIE E.HOLT,ON THE 7TH,DAY OF FEBRUARY 1923,SEE DEED OF RECORD IN BOOK NO.611,PAGE 327,OF THE REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE,THE GRANTEES HEREBY ASSUME THE PAYMENT OF ALL TAXES FOR THE YEAR OF 1924 ON THE PROPERTY HEREBY CONVEYED.

TO HAVE AND TO HOLD the said tract or parcel of land with the appurtenances, estate, title, and interest thereto belonging, to the said OS CAR C.BREEDLOVE AND WIFE CATHERINE S.BREEDLOVE,THEIR, heirs and assigns, forever. And WE, do covenant with the said OSCAR C.BREEDLOVE AND WIFE CATHERINE S.BREEDLOVE, 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 OSCAR C.BREEDLOVE,AND WIFE,CATHERINE S.BREEDLOVE,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 J.H.HOLT AND WIFE ANNIE E.HOLT, and OSCAR C.BREEDLOVE AND WIFE CATHERINE S.BREEDLOVE, that if any of said notes shall at any time be unpaid either of which [illegible] TWO (2) days after maturity, all of the notes shall thereupon become

The said OSCAR C.BREEDLOVE,AND WIFE CATHERINE S.BREEDLOVE, Agree S to Keep the [illegible] taxes when due; and the said OSCAR C.BREEDLOVE AND WIFE CATHERINE BREEDLOVE, further agree that if THEY, fail to pay any taxes as agreed, the said J.H.HOLT AND WIFE ANNIE E.HOLT, or the lawful holder of said notes, may pay the taxes; and in THIS 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 OSCAR C.AND CATHERINE S.BREEDLOVE, shall fail to repay any taxes and interest within TWO, months from the payment thereof by the said J.H.HOLT AND ANNIE E.HOLT, such failure shall render all of said notes due at the expiration of such time.

The said OSCAR C.BREEDLOVE,AND WIFE,CATHERINE S.BREEDLOVE, further agree that if said notes become due upon any contingency hereinbefore stated, the said J.H.HOLT AND WIFE ANNIE E.HOLT, 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 OSCAR C.AND CATHERINE S.BREEDLOVE, or THEIR, legal representative.

The said OSCAR C.BREEDLOVE AND WIFE CATHERINE S.BREEDLOVE, further agree that the said J.H.HOLT AND WIFE,ANNIE E.HOLT, may execute the power of sale herein contained without giving bond or taking oath; that the said J.H.HOLT AND WIFE,ANNIE E.HOLT, or the lawful owner of any of the notes herein secured, may bid at any sale under said power; and that if the said J.H.HOLT AND WIFE ANNIE E.HOLT, 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 J.H.HOLT AND WIFE,ANNIE E.HOLT, and the said OSCAR C.BREEDLOVE AND WIFE, CATHERINE S.BREEDLOVE, further covenant that in the event of a sale of said property under and by virtue of this deed, then the said [illegible] of the property without hindrance or delay and the said [illegible] 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 9TH, day of AUGUST,1924.

J.H.HOLT,
ANNIE E.HOLT.

As evidence of WE,OUR, ratification and acceptance of the foregoing terms and conditions, WE,OSCAR C.BREEDLOVE AND WIFE CATHERINE S.BREEDLOVE, join herein and subscribe OUR, name S hereto.

This 9TH, day of AUGUST,1924.

OSCAR C.BREEDLOVE.
CATHERINE S.BREEDLOVE.

ACKNOWLEDGMENT BEFORE NOTARY PUBLIC.

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, FRED K.JONES, a Notary Public in and for said County and State, the within named J.H.HOLT AND WIFE,ANNIE E.HOLT,OSCAR C.BREEDLOVE,AND WIFE CATHERINE S.BREEDLOVE, the bargainor S, with whom I am personally acquainted, and who acknowledged that THEY, executed the within instrument for the purposes therein contained.

And ANNIE E.HOLT AND CATHERINE S.BREEDLOVE,WIVES, of the said J.H.HOLT AND OSCAR C.BREEDLOVE, having appeared before me privately and apart from THEIR, husband S, the said ANNIE E.HOLT AND CATHERINE S.BREEDLOVE acknowledges the execution of the said instrument to have been done by THEM freely, voluntarily, and understandingly, without compulsion or constrain from THEIR, said husband, and for the purposes therein expressed.

Witness my hand and official seal, at Nashville, Tennessee, this 9TH, day of AUGUST, 1924.

(Seal) FRED K.JONES, Notary Public.

U.S.R.S. 50 CTS.
RECD.AUG,14,1924 AT 11;30 A.M.