NUMBER 37735 RECORDED NOV, 24 1928 C L WATKINS ET UX TO MRS ARA HITT

FOR AND IN CONSIDERATION of the sum of FOUR THOUSAND FOUR HUNDRED SIXTY($4460.00) AND 00/100 DOLLARS, paid and to be paid by MRS ARA HITT AND H.B.HITT HER HUSBAND as follows: TWO HUNDRED (200) Dollars cash, the receipt of which is hereby acknowledged, and for the remainder the said MRS ARA HITT AND H B HITT HAVE ASSUMED THE PAYMENT OF A NOTE FOR $2000.00 MATURING ON APRIL 29TH 1930 AND DESCRIBED IN AND SECURED BY A DEED OF TRUST OF THE HEREINAFTER DESCRIBED PROPERTY TO CHARLES F.LOVELL TRUSTEE SAID DEED OF TRUST BEING DATED APRIL 29TH 1927, AND RECORDED IN BOOK 707 AT PAGE 203 OF THE REGISTERS OFFICE IN AND FOR DAVIDSON COUNTY,TENNESSEE., AND HAVE THIS DAY EXECUTED AND DELIVERED TO C.L.WATKINS ONE OF THE GRANTORS HEREIN THEIR FIFTY SIX PROMISSORY NOTES EACH FOR THE PRINCIPAL SUM OF $40. AND MATURING IN ONE TO FIFTY SIX MONTHS AFTER DATE RESPECTIVELY AND THEIR ONE PROMISSORY NOTE FOR THE PRINCIPAL SUM OF $20.00 MATURING IN FIFTY SEVEN MONTHS AFTER DATE, ALL OF WHICH NOTES ARE PAYABLE TO THE ORDER OF C.L.WATKINS, BEAR INTEREST AT THE RATE OF SIX PER CENT PER ANNUM FROM DATE AND PROVIDE FOR THE PAYMENT OF ATTORNEY'S FEES IN THE EVENT COLLECTION BY AN ATTORNEY IS NECESSARY, AND TO SECURE THE PAYMENT OF WHICH REMAINDER A LIEN IS EXPRESSLY RETAINED BY THE SAID C.L.WATKINS ON THE LAND HEREIN CONVEYED, and I C L WATKINS JOINED BY MY WIFE NELLIE HUGHES WATKINS OF DAVIDSON COUNTY,TENNESSEE., have bargained and sold, and by these presents do transfer and convey, unto the said MRS ARA HITT OF DAVIDSON COUNTY,TENNESSEE., AND TO HER heirs and assigns, a certain tract or parcel of land in DAVIDSON, County, State of Tennessee, as follows:

LOT NUMBER ONE HUNDRED AND THIRTEEN (113) ON THE MAP OF C.F.SHARPE AND W L HORN'S 2ND SUBDIVISON OF THE LINDSLEY PROPERTY WHICH PLAN IS OF RECORD IN BOOK 161 PAGE 53, OF THE REGISTERS OFFICE FOR DAVIDSON COUNTY TENNESSEE

SAID LOT NO 113 FRONTS, FIFTY, FEET ON THE EAST SIDE OF JOSEPH AVENUE AND RUNS BACK BETWEEN PARALLEL LINES, 145 FEET TO AN ALLEY IN THE REAR; AND IS THE SAME PROPERTY CONVEYED TO ME, C.L.WATKINS BY DEED RECORDED IN BOOK 770 AT PAGE, 166 OF THE REGISTERS OFFICE., IN AND FOR SAID COUNTY AND STATE

AND THE SAID MRS ARA HITT,BY THE ACCEPTANCE OF THIS DEED, ASSUMES AND AGREES TO PAY THE STATE AND COUNTY TAXES ON THE SAID PROPERTY FOR THE YEAR 1928

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 ARA HITT, AND TO HER heirs and assigns, forever. And I do covenant with the said MRS ARA HITT., that I AM lawfully seized and possessed of said land in fee simple, have a good right to convey it, and the same is unincumbered EXCEPT BY DEED OF TRUST ABOVE REFERRED TO.,

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 MRS ARA HITT, HER

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.: THE SAID MRS ARA HITT AND H B HITT, AGREE TO PAY THE NOTE FOR $2000.00 ASSUMED AND THE INTEREST THEREON AND THE NOTES HEREIN AND HEREBY SECURED AND THE INTEREST THEREON RESPECTIVELY AS AND WHEN THE SAME SEVERALLY BECOME DUE AND IT IS EXPRESSLY AGREED BY AND BETWEEN MRS ARA HITT AND H B HITT AND C. L.WATKINS. that if any of said notes shall at any time be unpaid, either in whole or in part (OR THE INTEREST THEREON) FOR MORE THAN TWO months after maturity, all of the notes shall thereupon become due. (MADE BY THE SAID MRS ARA HITT AND H.B.HITT)

I HEREBY CERTIFY that the above and foregoing is a true and correct copy of the original deed, as the same is full, true and lawful holder of the claim secured by the instrument within recorded, and hereby acknowledge the satisfaction thereof and discharge of the lien to secure the same in full. This 6 day of [illegible]

Witness:

C. L. WATKINS

By M. C. Mann

MRS ARA HITT AND H B HITT AGREE TO PAY ALL ASSESSMENTS LEGALLY LEVIED OR IMPOSED AGAINST THE PROPERTY AND FURTHER The said BUILDINGS on property conveyed insured to the amount of $4260.00 IN A RELIABLE INSURANCE COMPANY, agree to keep the BUILDINGS AGAINST LOSS BY FIRE OR TORNADO Dollars, payable to the said C.L.WATKINS AS HIS INTEREST MAY APPEAR as collateral security to said notes, and to pay all taxes when due, and the said MRS ARA HITT AND H B HITT FOR THEMSELVES THEIR LEGAL REPRESENTATIVES AND ASSIGNS. further agree that if THEY fail to keep the said BUILDINGS insured or to pay any taxes as agreed, the said C.L.WATKINS, 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 ARA HITT AND/OR H B HITT, shall fail to repay any premium or taxes and interest within TWO months from the payment thereof by the said C L WATKINS such failure shall render all of said notes due at the expiration of such time.

The said MRS ARA HITT AND H B HITT further agree that if said notes become due upon any contingency hereinbefore stated, the said C L WATKINS, 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 SAID FRONT 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 ARA HITT, or TO HER legal representative.

The said MRS ARA HITT AND H B HITT C L WATKINS further agree that the said may execute the power of sale herein contained without giving bond or taking oath; that the said C L WATKINS, or the lawful owner of any of the notes herein secured, may bid at any sale under said power; and that if the said C L WATKINS 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 C L WATKINS, and the said MRS ARA HITT AND H B HITT 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 MRS ARA HITT will become tenant at will of the purchaser from and after day of sale, and all persons holding under them shall be and become 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 signatureS, this 1ST day of NOV 1928

C.L.WATKINS

NELLIE HUGHES WATKINS

As evidence of OUR ratification and acceptance of the foregoing terms and conditions, WE, MRS ARA HITT AND H.B.HITT join herein and subscribe OUR name S hereto.

This 1 day of NOV, 1928

H.B.HITT

ARA HITT,

ACK BEFORE N P

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, F.M.ALLEN., a Notary Public in and for said County and State, the within named MRS ARA HITT AND H B HITT HER HUSBAND AND C L WATKINS AND NELLIE HUGHES WATKINS H'S WIFE, with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And THE SAID MRS ARA HITT WIFE OF THE SAID H B HITT, AND THE SAID NELLIE HUGHES WATKINS WIFE of the said C L WATKINS having appeared before me privately and apart from THEIR RESPECTIVE husbands, the said H B HITT AND THE SAID C L WATKINS, acknowledges the execution of the said instrument to have been done by THEM freely, voluntarily, and understandingly, without compulsion or constraint from THEIR said husbands, and for the purposes therein expressed.

Witness my hand and official seal, at Nashville, Tennessee, this 1 day of NOV A D 1928

(Seal) F.M.ALLEN, Notary Public.

MY COM EX JAN 5,1932

REC'D NOV 19 1928 AT 12:05 P.M.