V No. 51855 RECORDED DEC. 5, 1929. J.M.BENTLEY ET UX TO SAM SEAT ET UX.

FOR AND IN CONSIDERATION of the sum of FOUR THOUSAND ($4000.00) DOLLARS, paid and to be paid by SAM SEAT AND WIFE, ETHER MAY SEAT as follows: $2200.00 PAID IN OTHER REAL ESTATE THIS DAY CONVEYED TO US, the receipt of which is hereby acknowledged, and for the remainder the said SAM SEAT AND WIFE, ETHER MAY SEAT

HAVE executed 32 promissory notes for TWENTY-FIVE ($25.00) Dollars each, of even date herewith, payable to the order of J.M.BENTLEY AND EDNA H.BENTLEY, and bearing six per cent interest from THEIR DATE, with lien retained on the property herein conveyed to secure their payment. The first one of said notes falls due ON OR BEFORE NOV.21,1929, and the others ONE NOTE ON OR BEFORE THE 21ST DAY OF EACH MONTH thereafter until all are paid.

WE, J.M.BENTLEY AND WIFE, EDNA H.BENTLEY, have bargained and sold, and by these presents do transfer and convey unto the said SAM SEAT AND WIFE, ETHER MAY SEAT, THEIR, heirs and assigns, a certain tract or parcel of land in DAVIDSON, County, State of Tennessee, as follows:

BEING LOT NO.14 ON THE MAP OF BAXTER'S EASTWOOD PLACE, AS OF RECORD IN PLAN BOOK 421, PAGE 9, IN THE REGISTERS OFFICE OF DAVIDSON COUNTY, TENNESSEE, SAID LOT NO.14 FRONTS 50 FEET ON THE SOUTHERLY SIDE OF CHICAMAUGA AVENUE, AND RUNS BACK BETWEEN PARALLEL LINES, 194.4 FEET ON THE WEST LINE, AND 200 FEET ON THE EAST LINE, TO AN ALLEY.

THIS IS PART OF THE PROPERTY CONVEYED TO J.M.BENTLEY AND WIFE, EDNA H.BENTLEY, "AND UPON THE DEATH OF EITHER TO THE SURVIVING ONE, THEIR HEIRS AND ASSIGNS", BY DEED FROM J.M.BENTLEY AND WIFE, EDNA H.BENTLEY, OF RECORD IN BOOK 581, PAGE 232, R.O.D.C.TENN.

I certify that I am the lawful holder of the claim secured by the instrument within and I hereby release the same in full. This 11 day of Dec. 1930.

J.M. Bentley

DEPUTY REGISTER

TO HAVE AND TO HOLD the said tract or parcel of land with the appurtenances, estate, title, and interest thereto belonging, to the said SAM SEAT AND WIFE, ETHER MAY SEAT, THEIR, heirs and assigns, forever. And WE do covenant with the said SAM SEAT AND WIFE, ETHER MAY SEAT 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. EXCEPT BY THE STATE AND COUNTY TAXES FOR 1929, AND THE PURCHASERS ASSUME AND AGREE TO PAY SAID TAXES.

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 SAM SEAT AND WIFE, ETHER MAY SEAT, 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.M.BENTLEY AND WIFE, EDNA H.BENTLEY, and SAM SEAT AND WIFE, ETHER MAY SEAT, 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.

The said SAM SEAT AND WIFE, ETHER MAY SEAT, agree to keep the BUILDINGS, on property conveyed insured for the amount of NOT LESS THAN TWO THOUSAND Dollars, payable to the said J.M.BENTLEY AND EDNA H.BENTLEY, as collateral security to said notes, and to pay all taxes when due; and the said SAM SEAT AND ETHER MAY SEAT further agree that if THEY fail to keep the said BUILDINGS, insured or to pay any taxes as agreed, the said J.M.BENTLEY AND WIFE, EDNA H.BENTLEY, 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 SAM AND ETHER MAY SEAT, shall fail to repay any premium or taxes and interest within TWO months from the payment thereof by the said J.M. AND EDNA H. BENTLEY, then same shall render all of said notes due at the expiration of such time.

The said SAM SEAT AND WIFE, ETHER MAY SEAT, further agree that if said notes become due upon any contingency hereinbefore stated, the said J.M.BENTLEY AND EDNA H.BENTLEY, 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 SAM SEAT AND ETHER MAY SEAT, or THEIR legal representative.

The said SAM SEAT AND WIFE, ETHEL MAY SEAT, further agree that the said J.M.BENTLEY AND EDNA H.BENTLEY may execute the power of sale herein contained without giving bond or taking oath; that the said J.M.BENTLEY AND EDNA H.BENTLEY, 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.M.BENTLEY AND EDNA H.BENTLEY, 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.M.BENTLEY AND EDNA H.BENTLEY and the said SAM SEAT AND WIFE ETHER MAY SEAT, SAM SEAT AND WIFE, ETHER MAY SEAT 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 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 21ST day of OCTOBER, 1929.

J.M.BENTLEY
EDNA H.BENTLEY

As evidence of OUR ratification and acceptance of the foregoing terms and conditions, WE, SAM SEAT AND WIFE, ETHER MAY SEAT, join herein and subscribe OUR name S hereto.

This 21ST day of OCTOBER, 1929.

SAM SEAT
ETHER MAY SEAT

ACK BEFORE N P

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, J.L.WADE, a Notary Public in and for said County and State, the within named J.M.BENTLEY AND WIFE, EDNA H.BENTLEY, AND SAM SEAT AND WIFE ETHER MAY SEAT, the bargainors, with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And EDNA H.BENTLEY, WIFE OF THE SAID J.M.BENTLEY, AND ETHER MAY SEAT, WIFE of the said SAM SEAT, having appeared before me privately and apart from THEIR husband S the said EDNA H.BENTLEY AND ETHER MAY SEAT, 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 22ND day of OCTOBER, 1929.

(Seal) J.L.WADE, Notary Public.

COM.EX. APRIL 11TH, 1931.

RECD OCT 22, 1929 AT 11.40 A.M.