NO. 56222 RECORDED MARCH 11, 1930. E.E.FULGHUM ET ALS TO NANNIE HOGGATT.

FOR AND IN CONSIDERATION of the sum of THREE HUNDRED, DOLLARS, paid and to be paid by NANNIE HOGGATT as follows: FIFTY Dollars cash, the receipt of which is hereby acknowledged, and for the remainder the said NANNIE HOGGATT has executed HER ELEVEN promissory notes of even date herewith, payable to the order of E.E.FULGHUM AN UNMARRIED MAN & E.S.FULGHUM AND WIFE, JIMMY FULGHUM, with lien retained on the property herein conveyed to secure their payment. The first one of said notes falls due JANUARY 10TH, 1927, and the others AT CONSECUTIVE PERIODS OF THREE MONTHS, thereafter until all are paid.

I, E.E.FULGHUM, UNMARRIED AND E.S.FULGHUM & WIFE, JIMMY FULGHUM, have bargained and sold, and by these presents do transfer and convey, unto the said NANNIE HOGGATT, HER heirs and assigns, a certain tract or parcel of land in DAVIDSON County, State of Tennessee, as follows:

A LOT OF LAND IN THE 3RD FORMERLY THE 2ND CIVIL DISTRICT OF DAVIDSON COUNTY, TENN., IN THE VILLAGE OF MCWHIRTERSVILLE, DESCRIBED AS FOLLOWS:
BEGINNING AT A POINT THAT WAS FORMERLY BLAIR'S N.E.CORNER AND ALSO THE N.W.CORNER OF A FOUR ACRE TRACT CONVEYED TO E.E.FULGHUM, BY DEED OF JOS.R.WEST, C. & M. OF RECORD IN BK.688, P. 35, O.R.O.D.C.TENN; THENCE EAST WITH THE NORTH LINE OF SAID FOUR ACRE TRACT 231 FEET, MORE OR LESS, TO THE N.E.CORNER OF SAID TRACT; THENCE WITH THE EAST LINE OF SAID FOUR ACRE TRACT 120 FEET, MORE OR LESS, TO THE N.E.CORNER OF THE HOLMES TRACT; THENCE WITH THE NORTH LINE OF THE HOLMES TRACT SOUTHERLY 217 FEET, MORE OR LESS, TO THE EAST SIDE OF A BARN; THENCE SOUTHERLY WITH THE EAST SIDE OF SAID BARN 35 FEET, MORE OR LESS; THENCE WESTERLY WITH THE SOUTH SIDE OF SAID BARN 20 FEET, MORE OR LESS TO THE WEST LINE OF SAID FOUR ACRE TRACT; THENCE WITH THE WEST LINE OF SAID FOUR ACRE TRACT 155 FEET, MORE OR LESS, TO THE POINT OF BEGINNING. THE TRACT OF LAND HEREIN CONVEYED IS THE NORTH PORTION OF SAID FOUR ACRE TRACT CONVEYED TO E.E.FULGHUM BY DEED OF JOS.R.WEST, C & M OF RECORD IN BK 688, P.35, OF THE R.O.D.C.TENN.

TO HAVE AND TO HOLD the said tract or parcel of land with the appurtenances, estate, title, and interest thereto belonging, to the said NANNIE HOGGATT, HER, heirs and assigns, forever. And WE do covenant with the said NANNIE HOGGATT, 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 NANNIE HOGGATT, HER 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 E.E.FULGHUM, AN UNMARRIED MAN, E.S. FULGHUM & WIFE, JIMMY FULGHUM, AND NANNIE HOGGATT, 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 ~~~~ agree to keep the ~~ on property conveyed insured to the amount of ~~~~ Dollars, payable to the said ~~~~ as collateral security to said notes, and to pay all taxes when due; and the said NANNIE HOGGATT further agreeS that if SHE failS to keep the said ~~ insured or to pay any taxes as agreed, the said E.E.FULGHUM, 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 NANNIE HOGGATT shall fail to repay any premium or taxes and interest within TWO months from the payment thereof by the said E.E.FULGHUM such failure shall render all of said notes due at the expiration of such time.

The said NANNIE HOGGATT further agreeS that if said notes become due upon any contingency hereinbefore stated, the said E.E.FULGHUM, 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 NANNIE HOGGATT or HER legal representative.

The said NANNIE HOGGATT further agreeS that the said E.E.FULGHUM may execute the power of sale herein contained without giving bond or taking oath; that the said E.E.FULGHUM, or the lawful owner of any of the notes herein secured, may bid at any sale under said power; and that if the said E.E.FULGHUM 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 E.E.FULGHUM and the said NANNIE HOGGATT further agreeS 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~~ NANNIE HOGGATT ~~become tenant at will of the purchaser from and after day of sale,~~ and all persons holding under HER 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 25 day of OCTOBER, 1926.

E.E.FULGHUM
E.S.FULGHUM
JIMMIE FULGHUM

As evidence of MY ratification and acceptance of the foregoing terms and conditions, I, NANNIE HOGGATT, join herein and subscribe MY name hereto.

This 18 day of NOV., 1926.

NANNIE HOCKETT

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, T.B.BOYD, a Notary Public in and for said County and State, the within named E.E.FULGHUM UNMARRIED MAN, E.S.FULGHUM AND WIFE, JIMMIE FULGHUM, the bargainorS, with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And MRS.JIMMIE FULGHUM WIFE of the said E.S.FULGHUM, having appeared before me privately and apart from HER husband, the said MRS.JIMMIE FULGHUM, acknowledges 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~~ DONELSON, this 20TH day of NOVEMBER, 1926., 192..

(Seal) T.B.BOYD, Notary Public.

COM.EX.JAN 2, 1927.

RECD FEB 25, 1930 AT 1.15 P M