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NO. 65958 RECORDED OCT. 25, 1930. C. R. BENZ, ET UX TO L. S. LANHAM ET UX.

FOR AND IN CONSIDERATION of the sum of THIRTY FIVE HUNDRED ($3500.00) & NO/100 DOLLARS, paid and to be paid by L. S. LANHAM AND WIFE, CATHERINE HOLT LANHAM as follows: PART OF ONE HUNDRED EIGHTY ($180.00) & NO/100 Dollars cash, the receipt of which is hereby acknowledged, and for the remainder the said L. S. LANHAM AND WIFE, CATHERINE HOLT LANHAM, ~~the 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 heirs and assigns, a certain tract or parcel of land in County, State of Tennessee, as follows:~~

HEREBY AGREE TO ASSUME AND PAY A NOTE FOR OF $1300.00 DATED MARCH 4, 1921 AND DUE THREE YEARS FROM ITS DATE, SAID NOTE HAVING BEEN EXTENDED FOR A PERIOD OF SIX YEARS FROM MATURITY, BEARING INTEREST AT THE RATEOF 6% PER ANNUM, PAYABLE SEMI-ANNUALLY; SAID NOTE BEING FURTHER DESCRIBED AND SECURED IN A DEED OF TRUST FROM FRED D. ESTES TO ERNEST W. BENZ, TRUSTEE, AS OF RECORD IN BOOK NO. 556, PAGE 660, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE, AND FOR THE BALANCE OF THE CONSIDERATION, THE SAID L. S. LANHAM AND WIFE HAVE EXECUTED AND DELIVERED THEIR 101 LIEN PROMISSORY NOTES OF EVEN DATE HEREWITH, THE FIRST ONE OF WHICH IS FOR THE SUM OF $25.10 AND EACH SUCCEEDING NOTE RESPECTIVELY THEREAFTER IS FOR THE SAME AMOUNT EACH MONTH UNTIL ALL ARE PAID, AND NONE OF SAID NOTES SHALL BEAR INTEREST EXCEPT AFTER MATURITY, AS THE INTEREST HAS BEEN COMPUTED AND ADDED INTO THE FACE OF EACH NOTE, IN ORDER THAT ALL NOTES SHALL REMAIN THE SAME UNTIL ~~SHALL~~ ALL ARE PAID, AND THE FIRST ONE OF SAID NOTES SHALL BE DUE AND PAYABLE ON THE FIRST DAY OF NOVEMBER, 1927, AND THE OTHERS, ONE ON THE FIRST DAY OF EACH AND EVERY SUCCEEDING MONTH RESPECTIVELY THEREAFTER UNTIL ALL THE PURCHASE MONEY HAS BEEN PAID. ALL OF SAID SERIES OF 101 NOTES AREPAYABLE TO THE ORDER OF C. R. BENZ.

A VENDORS LIEN IS HEREBY EXPRESSLY RETAINNED ON THE WITHIN CONVEYED PROPERTY TO SECURE THE PAYMENT OF SAID NOTES AND INTEREST.

WE, C. R. BENZ AND WIFE, ESTELLE LEGLER BENZ,
HAVE BARGAINED AND SOLD, AND BY THESE PRESENTS DO TRANSFER AND CONVEY UNTO THE SAID L. S. LAHNAM AND WIFE, CATHERINE HOLT LAHNAM, THEIR HEIRS AND ASSIGNS, A CERTAIN TRACT OF LAND IN DAVIDSON COUNTY, STATE OF TENNESSEE, AS FOLLOWS:

BEING LOT NO. 108, IN THE SUBDIVISION OF THE A. V. S. LINDSLEY 29 ACRE TRACT, BORMERLY IN THE EIGHTEENTH DISTRICT OF SAID COUNTY, NOW IN THE CITY OF NASHVILLE, A PLAN OF SAID SUBDIVISION BEING RECORDED IN BOOK 57, PAGE 66, OF THE R.O.D.C., TENNESSEE. SAID LOT NO. 108 FRONTS 50 FEET ON THE NORTH SIDE OF GARTLAND AVENUE, AND EXTENDS BACK NORTHWARDLY BETWEEN PARALLEL LINES 150 FEET TO AN ALLEY, - AND BEING THE SAME PROPERTY CONVEYED TO C. R. BENZ AND WIFE BY DEED FROM JAS. F. GOODMAN AND WIFE, GLADYS GOODMAN, AS OF RECORD IN BOOK NO. , PAGE R.O.D.C., TENNESSEE, TO WHICH REFERENCE IS HERE MADE.

THE GRANTEES OF THE WITHIN CONVEYED PROPERTY HEREBY ASSUME AND AGREE TO PAY THE TAXES FOR THE YEAR 1927.

TO HAVE AND TO HOLD the said tract or parcel of land with the appurtenances, estate, title, and interest thereto belonging, to the said L. S. LANHAM AND WIFE, CATHERINE HOLT LANHAM, THEIR heirs and assigns, forever. And WE do covenant with the said L. S. LANHAM AND WIFE 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 AS HEREIN MENTIONED.

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 L. S. LANHAM AND WIFE, CATHERINE HOLT LANHAM, 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 C. R. BENZ and L. S. LANHAM AND WIFE, that if any of said notes shall at any time be unpaid, either in whole or in part TWO (2) months after maturity, all of the notes shall thereupon become due.

The said L. S. LANHAM AND WIFE, CATHERINE HOLT LANHAM Agree to keep the BUILDINGS on property conveyed insured to the amount of TWENTY FIVE HUNDRED & NO/100 Dollars, payable to the said ERNEST W. BENZ, TR. 1ST C. R. BENZ 2ND MTGEE. as collateral security to said notes, and to pay all taxes when due; and the said L. S. HANHAM AND WIFE further agree that if THEY fail to keep the said BUILDINGS insured or to pay any taxes as agreed, the said C. R. BENZ or the lawful holder of said notes, may have the building S 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 L. S. LANHAM AND WIFE shall fail to repay any premium or taxes and interest within TWO MONTHS months from the payment thereof by the said C. R. BENZ such failure shall render all of said notes due at the expiration of such time.

The said L. S. LANHAN AND WIFE, further agree that if said notes become due upon any contingency hereinbefore stated, the said C. R. BENZ, 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 L. S. LANHAM ANDWIFE, or THEIR legal representative.

The said L. S. LANHAM AND WIFE further agree that the said C. R. BENZ may execute the power of sale herein contained without giving bond or taking oath; that the said C. R. BENZ, 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. R. BENZ 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. R. BENZ and the said L. S. LANHAM AND WIFE, CATHERINE HOLT LANHAM 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 L. S. LANHAM AND WIFE will become tenant at will of the purchaser from and after day of sale.

In Witness Whereof, WE hereunto set OUR signature S, this 26TH day of SEPT. 1927

C. R. BENZ
ESTELLE LEGLER BENZ

As evidence of OUR ratification and acceptance of the foregoing terms and conditions, WE, L. S. LANHAM AND WIFE join herein and subscribe OUR name S hereto.

This 26TH day of SEPTEMBER, 1927

L. S. LANHAM
CATHERINE HOLT LANHAM

ACKNOWLEDGMENT BEFORE NOTARY PUBLIC.

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, MAX BENZ JR Notary Public in and for said County and State, the within named C. R. BENZ AND WIFE ESTELLE LEGLER BENZ AND L. S. LANHAM AND WIFE, CATHERINE HOLT LANHAM, the bargainor S, with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And ESTELLE LEGLER BENZ AND CATHERINE HOLT LANHAM, WIVES, of the said C. R. BENZ AND L. S. LANHAM, RESPECTIVELY, having appeared before me privately and apart from THEIR husbands, the said ESTELLE LEGLER BENZ AND CATHERINE HOLT LANHAM, acknowledged 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 26TH day of SEPTEMBER, 1927.

MY COM. EXPIRES JAN. 10, 1931. (Seal) MAX BENZ, JR., Notary Public.

RECEIVED OCT. 24, 1930, AT 2:00 P. M.

I declare that I am the true and lawful holder of the claim secured by the instrument within recorded, and hereby acknowledge the satisfaction thereof in full. This 4th day of Sept. 1931.
Attest: Geo. J. Hutchison DEPUTY REGISTER

I declare that I am the true and lawful holder of the claim secured by the instrument within recorded, and hereby acknowledge the satisfaction thereof in full. This 7th day of Sept. 1933.
Attest: Geo. J. Hutchison DEPUTY REGISTER

Received for record this 25th day of Oct. 1930 at 11:40 A.M. and recorded in full in Book 1191 Page 177
Geo. J. Hutchison Deputy Register

Received for record this 7th day of Sept. 1933 at 9:00 A.M. and recorded in full in Book 1191 Page 177
Geo. J. Hutchison Deputy Register

U. H. S.