NUMBER 4050 RECORDED MAY 20,1931 DR.T.C. HARRIS,ET UX TO THOMAS J.WINTERS, ET UX

FOR AND IN CONSIDERATION of the sum of THREE HUNDRED ($300.00) DOLLARS, paid and to be paid by THOMAS J.WINTERS AND WIFE LILLIAN MAY WINTERS as follows: TWENTY-FIVE Dollars cash, the receipt of which is hereby acknowledged, and for the remainder the said THOMAS J.WINTERS AND WIFE LILLIAN MAY WINTERS

ha VE executed 26 promissory note S for TEN ($10.00) DOLLARS EACH, AND ONE NOTE THE LAST FOR $15.00 bearing even date herewith, payable to the order of DR.T.C. HARRIS AND JENNIE EEE HARRIS and bearing six per cent interest from DATE;BUT WHICH INTEREST HAS BEEN CALCULATED AND AVERAGED AND ADDED TO THE NOTES $10.725 AND $15.75 with THROUGHOUT THE SERIES WITH LIEN ON THE PROPERTY HEREIN CONVEYED TO SECURE THEIR and the others

have bargained and sold, and by these presents do transfer and convey, unto the said

being and assuing, a certain tract or parcel of land in County, State of Tennessee, as follow:

PAYMENT, THE FIRST ONE OF SAID NOTES FALLS DUE ON OR BEFORE FEBY 20,1931 AND THE OTHERS, ONE ON OR BEFORE THE 20TH DAY OF EACH MONTH THEREABTER, UNTIL ALL ARE PAID,

WE, DR.T.C. HARRIS AND WIFE, JENNIE LEE HARRIS HAVE BARGAINED AND SOLD,AND BY THESE PRESENTS DO TRANSFER AND CONVEYE UNTO THE SAID THOMAS J.WINTERS AND WIFE LILLIAN MAY WINTERS,THEIR HEIRS AND ASSIGNS, A CERTAIN TRACT OR PARCEL OF LAND IN DAVIDSON COUNTY, STATE OF TENNESSEE, AS FOLLOWS: BEGNG THE EASTERLY 50 FEET OF THE WESTERLY 110 FEET O THE SOUTHERLY 150 FEET OF SLOCK NO.15 ON THE MAP OF THE REALTY SAVINGS BANK AND TRUST COMPANY'S REVISED PLAN OF WEST EXTENSION OF CHARLOTTE PARK COMPANY'S FIRST ADDITION,AS OF RECORD IN PLAN BOOK 421, PAGE 18, R.O.D.C.TENNESSEE, PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE NORTHERLY MARGIN OF DAKOTA AVENUE 60 FEET EASTERLY FROM THE SOUTHWEST CORNER OF SAID BLOCK 15 ;THENCE RUNNING WITH THE NORTHERLY MARGIN OF DAKOTA AVENUE EASTERLY 50 FEET TO A POINT 210 FEET WESTERLY FROM 52ND AVENUE, N. ;THENCE NORTHERLY,PARALLEL WITH 52ND AVENUE N., 150 FEET TO THE SOUTHERLY MARGIN OF AN ALLEY;THENCE WESTERLY ALONG THE SOUTHERLY MARGIN OF SAID ALLEY 50 FEET TO A POINT 60 FEET EASTERLY FROM 53RD AVENUE, N.; THENCE SOUTHERLY, PARALLEL WITH 53RD AVENUE, N. 150 FEET TO THE POINT OF BEGINNING.

NO BUILDING SHALL ERECTED ON SAID LOT COSTING LESS THAN $1200.00 FOR A RESIDENCE, AND THE FRONT OF SUCH RESIDENCE SHALL NOT BE NEARER TO THE STREET THAN 100 FEET. A VIOLATION OF EITHER OF THESE PROVISIONS SHALL CAUSE THE TITLE TO REVERT TO THE CONVEYORS.

TO HAVE AND TO HOLD the said tract or parcel of land with the appurtenances, estate, title, and interest thereto belonging, to the said THOMAS J. WINTERS AND WIFE LILLIAN MAY WINTERS,THEIR heirs and assigns, forever. And WE do covenant with the said THOMAS J.WINTERS AND WIFE LILLIAN MAY WINTERS 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 TAXES FOR 1931, NOT DUE, AND THE CONVEYEES ASSUME 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 THOMAS J. WINTERS AND WIFE LILLIAN MAY WINTERS,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 expresaly agreed by and between the said DR. T.C.HARRIS AND WIFE JENNIE LEE HARRIS and THOMAS J.WINTERS AND WIFE LILLIAN MAY WINTERS that if any of said notes shall at any time be unpaid, either in whole or in part ONE months after maturity, all of the notes shall thereupon become due.

The said THOMAS J.WINTERS AND LILLIAN MAY WINTERS Agree to keep the BUILDINGS ON THE property conveyed insured to the amount of Dollars, payable to the said DR. T.C. HARRIS AND JENNIE LEE HARRIS as collateral-security to said notes, and to pay all taxes when due; and the said THOMAS J. AND LILLIAN MAY WINTERS further agree that if THEY fail to keep the said BUILDINGS insured or to pay any taxes as agreed, the said DR. T.C. AND JENNIE LEE HARRIS, 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 THOMAS J.AND LILLIAN MAY HARRIS shall fail to repay any premium or taxes and interest within TWO months from the payment thereof by the said DR. T.C. AND JENNIE LEE HARRIS such failure shall render all of said notes due at the expiration of such time.

The said THOMAS J.WINTERS AND LILLIAN MAY WINTERS further agree that if said notes become due upon any contingency hereinbefore stated, the said DR.T.C. AND JENNIE LEE HARRIS, 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 THOMAS J.AND LILLIAN MAY WINTERS, or THEIR legal representative.

The said THOMAS J.WINTERS AND LILLIAN MAY WINTERS further agree that the said DR.T.C. HARRIS AND JENNIE LEE HARRIS may execute the power of sale herein contained without giving bond or taking oath; that the said DR.T.C.HARRIS AND JENNIE LEE HARRIS, or the lawful owner of any of the notes herein secured, may bid at any sale under said power; and that if the said DR.T.C. HARRIS AND JENNIE LEE HARRIS 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 DR. T.C. HARRIS AND JENNIE LEE HARRIS and the said THOMAS J.WINTERS AND LILLIAN MAY WINTERS 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 THEY will 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.

In Witness Whereof, WE hereunto set OUR signature S, this 20TH day of JANUARY,1931.

DR. T.C. HARRIS
JENNIE LEE HARRIS

As evidence of OUR ratification and acceptance of the foregoing terms and conditions, WE,THOMAS J.WINTERS AND WIFE LILLIAN MAY WINTERS, join herein and subscribe OUR name S hereto.

This OUR 20TH day of JANUARY 1931.

THOMAS J.WINTERS
LILLIAN MAY WINTERS

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, LOUISE V. STEPHENS, a Notary Public in and for said County and State, the within named DR. T.C. HARRIS AND WIFE, JENNIE LEE HARRIS, AND THOMAS J.WINTERS AND WIFE LILLIAN MAY WINTERS the bargainor S, with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And JENNIE LEE HARRIS,WIFE OF THE SAID DR.T.C. HARRIS, AND LILLIAN MAY WINTERS WIFE of the said THOMAS J. WINTERS, having appeared before me privately and apart from THEIR husband S, the said JENNIE LEE HARRIS AND LILLIAN MAY WINTERS, acknowledges the execution of the said instrument to have been done by THEMR freely, voluntarily, and understandingly, without compulsion or constraint from THEIR said husband S, and for the purposes therein expressed.

Witness my hand and official seal, at Nashville, Tennessee, this 24TH day of JANUARY,1931.

(Seal) LOUISE V. STEPHENS, Notary Public.

COM.EXPIRES OCT 17,1931.

REC'D MAY 19,1931 AT 12:21 P.M.

EWING-NASHVILLE