NO. 19025 RECORDED JULY 14, 1932. I. KOMISAR ET UX TO SAM HENDERSON, ET UX.

FOR AND IN CONSIDERATION of the sum of EIGHT HUNDRED THIRTY ($830.00). 8 DOLLARS, paid and to be paid by SAM HENDERSON AND WIFE, ETHA JANE HENDERSON as follows: FIFTY Dollars cash, the receipt of which is hereby acknowledged, and for the remaindor the said SAM HENDERSON AND WIFE, ETHA JANE HENDERSON

ha VE executed THEIR 52 promissory notES for FIFTEEN ($15.00) Dollars each of even date herewith, payable to the order of I. KOMISAR, and bearing six per cent interest from JULY 6TH, 1932, with lien retained on the property herein conveyed to secure their payment. The first one of said notes falls due AUGUST 1, 1932, and the others EACH CONSECUTIVE MONTH thereafter until all are paid.

I. KOMISAR AND WIFE EVA KOMISAR have bargained and sold, and by these presents do transfer and convey, unto the said SAM HENDERSON AND WIFE, ETHA JANE HENDERSON, THEIR heirs and assgins, a certain tract or parcel of land in DAVIDSON, County, State of Tennessee, as follows:

LAND IN DAVIDSON COUNTY, TENNESSEE BEING THE NORTHERLY HALF OF LOT NO. 224 ON THE PLAN OF MCGAVOCK, WETMORE AND OTHERS' SECOND ADDITION TO NASHVILLE, CALLED THE ADDITION TO THE TOWN ~~OF NASHVILLE, CALLED THE ADDITION TO THE TOWN~~ OF MCGAVOCK.

THE NORTHERLY HALF OF SAID LOT NO. 224 FRONTS 25 FEET ON THE EASTERLY SIDE OF 14TH AVENUE NORTH, FORMERLY ALBERTA AVENUE, AND RUNS BACK BETWEEN PARALLEL LINES 170 FEET TO AN ALLEY. BEING THE SAME PROPERTY CONVEYED TO PEOPLES BANK AND TRUST COMPANY, BY DEED FROM W. A. REED, TRUSTEE, OF RECORD IN BOOK 833, PAGE 210, SAID REGISTER'S OFFICE.

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 HENDERSON AND WIFE ETHA JANE HENDERSON, THEIR heirs and assigns, forever. And WE do covenant with the said SAM HENDERSON AND WIFE, ETHA JANE HENDERSON 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 OUR heirs and representatives to warrant and forever defend the title to said land to the said SAM HENDERSON AND WIFE ETHA JANE HENDERSON, 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 SAM HENDERSON AND WIFE, ETHA JANE HENDERSON and I. KOMISAR that if any of said notes shall at any time be unpaid, either in whole or in part TWO months after maturity, all of the notes shall thereupon become due.

I declare that I am the true and lawful holder of the claim secured by the instrument within recorded, and that I acknowledge the satisfaction thereof and discharge of the lien to secure the same in full this 26 day of January, 1937

Attest: Lawrence Lemmon DEPUTY REGISTER

The said SAM HENDERSON AND WIFE ETHA JANE HENDERSON Agree to keep the INSURANCE on property conveyed insured to the amount of SEVEN HUNDRED AND FIFTY ($750.00) Dollars, payable to the said I. KOMISAR as collateral security to said notes, and to pay all taxes when due; and the said SAM HENDERSON AND WIFE, ETHA JANE HENDERSON further agree that if THEY fail to keep the said ~~XXXXXXXXX~~ PROPERTY insured or to pay any taxes as agreed, the said I. KOMISAR, 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 SAM HENDERSON AND WIFE ETHA JANE HENDERSON shall fail to repay any premium or taxes, and interest within TWO months from the payment thereof by the said I. KOMISAR such failure shall render all of said notes due at the expiration of such time.

The said SAM HENDERSON AND WIFE ETHA JANE HENDERSON further agree that if said notes become due upon any contingency hereinbefore stated, the said I. KOMISAR, 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 HENDERSON AND WIFE ETHA JANE HENDERSON, or THEIR legal representative.

The said SAM HENDERSON AND WIFE ETHA JANE HENDERSON further agree that the said I. KOMISAR may execute the power of sale herein contained without giving bond or taking oath; that the said I. KOMISAR, or the lawful owner of any of the notes herein secured, may bid at any sale under said power; and that if the said I. KOMISAR 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 I. KOMISAR and the said SAM HENDERSON AND WIFE ETHA JANE HENDERSON 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~~ SAM HENDERSON AND WIFE ETHA JANE HENDERSON ~~SAME become tenants at will of the purchaser from and after day of sale,~~ and all persons holding under ~~SAME~~ 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 will become tenant at will of the purchaser from and after day of sale.~~

In Witness Whereof, WE hereunto set OUR signatureS, this 9TH day of JULY, 1932

I. KOMISAR

SAM HENDERSON

ETHA JANE HENDERSON

As evidence of OR ratification and acceptance of the foregoing terms and conditions, join herein and subscribe THEIR name hereto.

This 9TH day of JULY, 1932.

E. W. KOMISR

SAM HENDERSON

ETHA JANE HENDERSON

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, W.H. BINNS, a Notary Public in and for said County and State, the within named I. KOMISAR AND WIFE, EVA KOMISAR, SAM HENDERSON AND WIFE ETHA JANE HENDERSON, the bargainor S, with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And EVA KOMISAR AND ETHEL JANE HENDERSON, WIVES of the said I. KOMISAR AND SAM HENDERSON having appeared before me privately and apart from THEIR husband S, the said I. KOMISAR AND SAM Henderson HENDERSON THEM 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 9TH day of JULY, 1932. XXXX

MY COM. EXPIRES JAN. 18, 1936. (Seal) W.H. BINNS, Notary Public.

U.S.R.S. $1.50.

RECEIVED JULY 12, 1932, AT 11:00 A.M.

I declare that I am the true and lawful holder of the claim secured by the instrument within recorded, and that I acknowledge the satisfaction thereof and discharge of the lien to secure the same in full this ... day of ..., 1937 Attest: ... DEPUTY REGISTER