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NUMBER 84231 RECORDED MCH 4 1937 H.BARNETT CARVER TO MRS. LILLIAN GIBSON

FOR AND IN CONSIDERATION of the sum of $200.00 TWO HUNDRED DOLLARS, paid and to be paid by MRS. LILLIAN GIBSON as follows: ($50.00) FIFTY Dollars cash, the receipt of which is hereby acknowledged, and for the remainder the said MRS LILLIAN GIBSON

has executed HER promissory notes for ($150.00) ONE HUNDRED & FIFTY DOLLARS Dollars each of even date herewith, payable to the order of H.BARNETT CARVER, and bearing six per cent interest from NOV 1ST 1936, with lien retained on the property herein conveyed to secure their payment. The first one of said notes falls due ON OR BEFORE NOV 1ST 1936, and the others NONE thereafter until all are paid.

have bargained and sold, and by these presents do transfer and convey, unto the said MRS. LILLIAN GIBSON

heirs and assgins, a certain tract or parcel of land in DAVIDSON, County, State of Tennessee, as follows:

IN THE 3RD FORMERLY THE 15TH CIVIL DISTRICT OF DAVIDSON CO TENN DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTH EAST CORNER OF A TRACT OF LAND CONVEYEDTO H. BARNETT CARVER BY B.P.GIBSON & WIFE AND REG. IN B. 999 PAGE 243 R.O.D.C. AND BEING A PART OF SAID TRACT, THENCE N.45° E 180 FT. THENCE N.44° W.243 FT. THENCE S.10 3/4° E TO THE BEGINNING CONTAINING 50/100 ACRES MORE OR LESS.

I declare that I am the true and lawful holder of the within instrument and the debt secured by the lien thereof, recorded, and hereby acknowledge the satisfaction thereof and discharge of the lien to secure the same in full. This 2nd day of MCH 1937

Attest: E.H.HOOPER 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 MRS. LILLIAN GIBSON heirs and assigns, forever. And I do covenant with the said MRS. LILLIAN GIBSON that I AM lawfully seized and possessed of said land in fee simple, have a good right to convey it, and the same is unincumbered

And I do further covenant and bind MYSELF heirs and representatives to warrant and forever defend the title to said land to the said MRS. LILLIAN GIBSON 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 MRS. LILLIAN GIBSON and H.BARNETT CARVER that if any of said notes shall at any time be unpaid, either in whole or in part (1) ONE months after maturity, all of the notes shall thereupon become due.

The said MRS. LILLIAN GIBSON 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 MRS. LILLIAN GIBSON further agree that if SHE fail to keep the said insured or to pay any taxes as agreed, the said H.BARNETT CARVER, 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 MRS. LLIAN GIBSON shall fail to repay any premium or taxes and interest within ONE months from the payment thereof by the said H.BARNETT CARVER such failure shall render all of said notes due at the expiration of such time.

The said MRS. LILLIAN GIBSON further agree that if said notes become due upon any contingency hereinbefore stated, the said H.BARNETT CARVER, 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 MRS. LILLIAN GIBSON, or HER legal representative.

The said MRS. LILLIAN GIBSON further agree that the said H.BARNETT CARVER may execute the power of sale herein contained without giving bond or taking oath; that the said H.BARNETT CARVER, or the lawful owner of any of the notes herein secured, may bid at any sale under said power; and that if the said OWNER OF NOTE 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 PURCHASER and the said MRS. LILLIAN GIBSON 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 MRS. LILLIAN GIBSON HER 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 will become tenant at will of the purchaser from and after day of sale.

In Witness Whereof, I hereunto set MY signature, this 1ST day of NOV 1936

H.BARNETT CARVER

MY

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

This 1ST day of NOV 1936

MRS. LILLIAN GIBSON

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, E.H.HOOPER, a Notary Public in and for said County and State, the within named H.BARNETT CARVER AND MRS. LILLIAN GIBSON, the bargainor S, with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And of the said having appeared before me privately and apart from husband, the said , acknowledges the execution of the said instrument to have been done by freely, voluntarily, and understandingly, without compulsion or constraint from said husband, and for the purposes therein expressed.

Witness my hand and official seal, at Nashville, Tennessee, this 2ND day of MCH 1937 XXX

(Seal) E.H. HOOPER, Notary Public.

COM.EXPIRES JULY 2, 1939

U.S.R.S. $.50¢

REC'D MCH 3,1937 AT 3:30 P.M.