NUMBER 10148 RECORDED FEB 21,1938 J.W. HOLT TO HENRY HAYDEN REASONER ET UX

V. J.A.F.

FOR AND IN CONSIDERATION of the sum of NINE HUNDRED, NINETY SIX AND 60/100($996.60) DOLLARS, paid and to be paid by HENRY HAYDEN REASONER AND WIFE FLORENCE E. REASONER as follows: AS FOLLOWS; $100.00 DOLLARS Dollars cash, the receipt of which is hereby acknowledged, and for the remainder the said HENRY HAYDEN REASONER AND WIFE FLORENCE EDNA REASONER

ha VE executed THEIR promissory note for $896.60 WHICH IS PAYABLE MONTHLY THEREAFTER FOR SIX MONTHS DURING THE YEAR 1938, THEN MONTHLY BEGINNING FEBRUARY 20THN1939 FOR SIX MONTHS AND CONTINUING EACH YEAR FOR SIX MONTHS UNTIL SAID 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 assgins, a certain tract or parcel of land in County, State of Tennessee, as follows:

$896.60 HAS BEEN PAID IN FULL. EACH MONTHLY PAYMENT SHALL BE $21.00 WITH LIEN RETAINED ON THE PROPERTY HEREIN CONVEYED TO SECURE THEIR PAYMENT, AND SHALL BE PAID TO FIRST FEDERAL SAVINGS & LOAN ASSOCIATION OF NASHVILLE, TENNESSEE, AND THE LAST SIX MONTHLY PAYMENTS IN EACH YEAR TO BE PAID BY J.W. HOLT. I, JW. HOLT, UNMARRIED HAVE BARGAINED AND SOLD, AND BY THESE PRESENTS DO TRANSFER AND CONVEY UNTO THE SAID HENRY HAYDEN REASONER AND WIFE FLORENCE EDNA REASONER, THEIR HEIRS AND ASSIGNS, A CERTAIN TRACT OR PARCEL OF LAND IN DAVIDSON COUNTY, STATE OF TENNESSEE, AS FOLLOWS:

BEING 33.22 ACRES, CUT OFF OF A TRACT OF LAND CONVEYED TO J.W. HOLT BY U.M. BINKLEY BY DEED DATED NOVEMBER 14,1936, RECORDED IN BOOK 1021, PAGE 282, REGISTER'S OFFICE OF DAVIDSON COUNTY, TENNESSEE.

BEGINNING AT A POINT IN THE IVY POINT ROAD AT J.W. HOLT'S CORNER; THENCE SOUTH 544.7 FEET TO A POINT IN SAID IVY POINT ROAD, GRAVES' CORNER; THENCE WEST 1264 FEET TO A STONE POINTER IN STERRY'S CORNER; THENCE EAST 1534 FEET TO A STAKE AND CHESTNUT BEECH POINTERS; THENCE BACK TO THE BEGINNING 1786 FEET TO SAID IVY POINT ROAD, CONTAINING 33 ACRES MORE OR LESS

(IT IS EXPRESSLY UNDERSTOOD AND AGREED BY BOTH CONVEYOR AND CONVEYEES THAT THERE IS AN ENCUMBRANCE ON THIS LAND, TOGETHER WITH THE ADJOINING FARM OF J.W. HOLT CONTAINING ABOUT 47½ ACRES, IN THE SUM OF $1515.78 DUE IN MONTHLY PAYMENTS AND THE SAID J.W. HOLT BINDS HIMSELF TO PAY OFF AND DISCHARGE THE DIFFERENCE BETWEEN SAID AMOUNT AND THE SUM OF $896.60, MAKING $619.18

AND IT IS UNDERSTOOD AND AGREED THAT ALL OF THE PAYMENTS THE SAID REASONER AND WIFE PAY ON SAID LAND WILL BE PAID TO THE FIRST FEDERAL SAVINGS &LOAN ASSOCIATION OF NASHVILLE IN DISCHARGE OF THE INDEBTEDNESS AGAINST SAID LAND.

TO HAVE AND TO HOLD the said tract or parcel of land with the appurtenances, estate, title, and interest thereto belonging, to the said HENRY HAYDEN REASONER AND WIFE, FLORENCE EDNA REASONER, THEIR heirs and assigns, forever. And I do covenant with the said HENRY HAYDEN REASONER AND WIFE FLORENCE EDNA REASONER THAT I AM that lawfully seized and possessed of said land in fee simple, have a good right to convey it, and the same is unincumbered EXCEPT AS HEREINABOVE SET OUT

And I do further covenant and bind MYSELF MY heirs and representatives to warrant and forever defend the title to said land to the said HENRY HAYDEN REASONER AND WIFE, FLORENCE EDNA REASONER, 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 J.W. HOLT and HENRY HAYDEN REASONER AND WIFE, FLORENCE EDNA REASONER that if any of said PAYMENTS notes shall at any time be unpaid, either in whole or in part THREE months after maturity, all of the PAYMENTS notes shall thereupon become due.

The said HENRY HAYDEN REASONER, ET UX, FLORENCE EDNA REASONER Agree to on property conveyed insured to the amount of Dollars, payable to the said as their interest may appear, and to pay all taxes when due; and the said REASONER AND WIFE further agree that if THEY fail to keep the said TAXES PAID as agreed, the said J.W. HOLT, or the lawful holder of said notes, 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 REASONER AND WIFE shall fail to repay any taxes and interest within TWO months from the payment thereof by the said J.W. HOLT such failure shall render all of said notes due at the expiration of such time.

The said HENRY HAYDEN REASONER AND WIFE further agree that if said notes become due upon any contingency hereinbefore stated, the said J.W. HOLT, 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 REASONER AND WIFE, or THEIR legal representative.

The said J.W. HOLT further agree that the said J.W. HOLT may execute the power of sale herein contained without giving bond or taking oath; that the said J.W. HOLT, or the lawful owner of any of the notes herein secured, may bid at any sale under said power; and that if the said J.W. HOLT 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 J.W. HOLT and the said REASONER AND WIFE further agree that in the event of a sale of said property under and by virtue of this deed, then the said FLORENCE REASONER 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 will become tenant at will of the purchaser from and after day of sale.

In Witness Whereof, WE hereunto set OUR signatures, this 19TH day of JANUARY 1938.

J.W. HOLT

As evidence of OUR ratification and acceptance of the foregoing terms and conditions, WE HENRY HAYDEN REASONER AND WIFE, FLORENCE EDNA REASONER join herein and subscribe OUR name S hereto.

This 19 day of JAN 1938

HENRY HAYDEN REASONER

FLORENCE EDNA REASONER

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, G.A. RUTHERFORD a Notary Public in and for said County and State, the within named J.W. HOLT AND HENRY HAYDEN REASONER AND WIFE FLORENCE EDNA REASONER, the bargainor, with whom I am personally acquainted, and who acknowledged that executed the within instrument for the purposes therein contained. AND THE CONVEYEES

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 19TH day of JAN 1938.

(Seal) G.A. RUTHERFORD, Notary Public.

U.S.R.S. $1.00

REC'D FEB 19,1938 AT 10:29 A.M.

SWING-NASHVILLE