225 NUMBER 37881 RECORDED MAY 11, 1940

V. F. BRADLEY, ET UX
TO
W. T. PACK, ET UX

FOR AND IN CONSIDERATION of the sum of ONE THOUSAND & NO/100 DOLLARS, paid and to be paid by W. T. PACK AND WIFE, ELIZABETH PACK as follows: ONE HUNDRED FIFTY AND NO/100 Dollars cash, the receipt of which is hereby acknowledged, and for the remainder the said W. T. PACK AND WIFE, ELIZABETH PACK

ha VE executed 71 promissory note S for 70 FOR $12.00 EACH & 1 FOR $10.00 DOLLARS EACH OF EVEN DATE HEREWITH PAYABLE Dollars each of even date herewith, payable to the order of V. F. BRADLEY AND WIFE, MAIE BRADLEY, 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 JUNE 1 1940, and the others ON THE FIRST DAY OF EACH MONTH thereafter until all are paid.

V. F. BRADLEY AND WIFE, MAIE BRADLEY have bargained and sold, and by these presents do transfer and convey, unto the said W. T. PACK AND WIFE, ELIZABETH PACK, THEIR heirs and assgins, a certain tract or parcel of land in DAVIDSON, County, State of Tennessee, as follows:

BEING LOT NO. 19 ON THE PLAN OF NASHVILLE TRUST COMPANY'S SUBDIVISION OF THE TIM H. MOORE SUBDIVISION AS OF RECORD IN BOOK 843, PAGE 79, REGISTER'S OFFICE FOR SAID COUNTY,

SAID LOT NO. 19 FRONTS 55 FEET ON THE EASTERLY SIDE OF AN UNNAMED 40 FOOT STREET AND RUNS BACK 217 FEET 3 INCHES ON SOUTHERLY LINE AND 222 FEET 3 INCHES ON THE NORTHERLY LINE TO AN ALLEY AND MEASURES 55 FEET THEREON. BEING PART OF THE PROPERTY CONVEYED TO V. F. BRADLEY AND WIFE, MAIE BRADLEY, BY DEED FROM WILLIAM ELMER THOMPSON AND WIFE OF RECORD IN BOOK 1092, PAGE 33, SAID REGISTER'S OFFICE.

THIS CONVEYANCE IS MADE SUBJECT TO RESTRICTIVE COVENANTS CONTAINED IN DEED FROM WILLIAM ELMER THOMPSON AND WIFE TO V. F. BRADLEY AND WIFE OF RECORD IN BOOK 1092, PAGE 33, SAID REGISTER'S OFFICE.

I declare that I am the true and lawful holder of the claim secured by the instrument and hereby acknowledge the satisfaction and discharge of the lien to secure the same in full. This 2 day of [illegible] 19[illegible]
V. F. Bradley
Notary Public

TO HAVE AND TO HOLD the said tract or parcel of land with the appurtenances, estate, title, and interest thereto belonging, to the said W. T. PACK AND WIFE, ELIZABETH PACK, THEIR heirs and assigns, forever. And WE do covenant with the said W. T. PACK AND WIFE, ELIZABETH PACK that WE 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 OURSELVES, OUR heirs and representatives to warrant and forever defend the title to said land to the said W. T. PACK AND WIFE, ELIZABETH PACK, 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 W. T. PACK AND WIFE, ELIZABETH PACK and V. F. BRADLEY AND WIFE MAIE BRADLEY that if any of said notes shall at any time be unpaid, either in whole or in part 3 months after maturity, all of the notes shall thereupon become due.

The said W. T. PACK AND WIFE, ELIZABETH PACK Agree S to keep the BUILDINGS on property conveyed insured to the amount of SEVEN HUNDRED Dollars, payable to the said V. F. BRADLEY AND WIFE, MAIE BRADLEY as collateral security to said notes, and to pay all taxes when due; and the said W. T. PACK AND WIFE, ELIZABETH PACK further agree S that if THEY fail to keep the said BUILDINGS insured or to pay any taxes as agreed, the said V. F. BRADLEY AND WIFE, MAIE, 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 W. T. PACK AND WIFE, ELIZABETH shall fail to repay any premium or taxes and interest within TWO MONTHS ~~XXXX~~ from the payment thereof by the said V. F. BRADLEY AND WIFE such failure shall render all of said notes due at the expiration of such time.

The said W. T. PACK AND WIFE, ELIZABETH PACK further agree S that if said notes become due upon any contingency hereinbefore stated, the said V. F. BRADLEY AND WIFE, 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~~ FRONT 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 conveysnce 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 W. T. PACK AND WIFE, ELIZABETH, or THEIR legal representative.

The said W. T. PACK AND WIFE, ELIZABETHPACK further agree S that the said V. F. BRADLEY AND WIFE, MAIE BRADLEY may execute the power of sale herein contained without giving bond or taking oath; that the said V. F. BRADLEY AND WIFE, MAIE or the lawful owner of any of the notes herein secured, may bid at any sale under said power; and that if the said V. F. BRADLEY AND WIFE, MAIE BRADLEY 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 V. F. BRADLEY AND WIFE, MAIE BRADLEY and the said W. T. PACK AND WIFE, ELIZABETH PACK 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~~ THEN THE SAID V. F. BRADLEY AND WIFE, MAIE BRADLEY ~~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 signature S, this 3RD day of MAY 1940

W. T. PACK
ELIZABETH PACK

As evidence of OUR ratification and acceptance of the foregoing terms and conditions, WE V. F. BRADLEY AND WIFE, MAIE BRADLEY join herein and subscribe OUR name S hereto.

This 3RD day of MAY 1940

V. F. BRADLEY
MAIE BRADLEY

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, B. G. TOMLIN, a Notary Public in and for said County and State, the within named V. F. BRADLEY AND WIFE, MAIE BRADLEY AND W. T. PACK AND WIFE, ELIZABETH PACK, the bargainor S, with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And MAIE BRADLEY AND ELIZABETH PACK WIVES of the said V. F. BRADLEY AND W. T. PACK having appeared before me privately and apart from THEIR husband S, the said MAIE BRADLEY AND ELIZABETH PACK, acknowledges the execution of the said instrument to have been done by 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 3RD day of MAY, 1940

COM. EXPIRES 10-8-41

(Seal) B. G. TOMLIN, Notary Public.

REC'D MAY 10, 1940 AT 8;31 A.M.

TP

EDISON-NASHVILLE