226 NUMBER 42385 RECORDED JULY 29, 1940. E. K. HINSON TO H. E. ROBERTSON.

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FOR AND IN CONSIDERATION of the sum of FIVE HUNDRED AND NO/100 ($500.00) DOLLARS, paid and to be paid by H. E. ROBERTSON, as follows: FORTY ($40.00) Dollars cash, the receipt of which is hereby acknowledged, and for the remainder the said H. E. ROBERTSON

ha S executed 46 promissory note for TEN ($10.00) Dollars each of even date herewith, payable to the order of E. K. HINSON, and bearing six per cent interest from JULY 11, 1940, with lien retained on the property herein conveyed to secure their payment. The first one of said notes falls due AUG. 10TH, 1940, and the others THE 10TH OF EACH FOLLOWING MONTH thereafter until all are paid. AND EXECUTED IN FULL

have bargained and sold, and by these presents do transfer and convey, unto the said H. E. ROBERTSON, heirs and assgins, a certain tract or parcel of land in DAVIDSON County, State of Tennessee, as follows:

SITUATED ON THE EAST SIDE OF SPENCE LANE, IN THE 3RD, FORMERLY THE 15TH, CIVIL DISTRICT OF SAID STATE AND COUNTY, AND BEING LOT NO. FOUR (4) IN THE SUBDIVISION OF LOT NO. 7 ON THE PLAN OF PART OF WM. G. M. CAMPBELL LANDS, RECORDED IN BOOK 9, PAGE 337, R.O.D.C., TENN., AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 300 FEET NORTH OF THE INTERSECTION OF ROSEMONT SCHOOL PROPERTY LINE AND SPENCE LANE; THENCE EAST 300 FEET; THENCE NORTH 100 FEET; THENCE WEST 300 FEET TO SPENCE LANE; THENCE SOUTH 100 FEET TO THE BEGINNING.

BEING PART OF THE SAME PROPERTY DEVISED TO LUCILLE S. CAMPBELL (NOW LUCILLE CAMPBELL ROSS) BY WILL OF MICHAEL CAMPBELL, DECEASED, WHICH IS OF RECORD IN WILL BOOK 46, PAGE 199, COUNTY COURT, DAVIDSON, COUNTY, TENNESSEE.

FOR A SUFFICIENT CONSIDERATION, I, THE UNDERSIGNED E. O. SANDERS, BEING THE LAWFUL OWNER & HOLDER OF THE DEBT SECURED BY DEED OF TRUST OF RECORD IN BOOK 46, PAGE 577, R.O. D.C., TENN., DO HEREBY RELEASE THE LIEN OF THE WITHIN DESCRIBED PROPERTY BUT NO FURTHER OR OTHERWISE.

E. O. SANDERS.

I declare that I am the true and lawful holder of the claim secured by the instrument within Recorded and hereby acknowledge the satisfaction thereof. Witness my hand this 26 day of July 1940 E. K. Hinson

TO HAVE AND TO HOLD the said tract or parcel of land with the appurtenances, estate, title, and interest thereto belonging, unto the said H. E. ROBERTSON, heirs and assigns, forever. And I do covenant with the said H. E. ROBERTSON that 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 H. E. ROBERTSON, 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 E. K. HINSON, and H. E. ROBERTSON that if any of said notes shall at any time be unpaid, either in whole or in part ONE (1) months after maturity, all of the notes shall thereupon become due.

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The said H. E. ROBERTSON, Agree S to keep the on property conveyed insured to the amount of as collateral security to said notes, and to pay all taxes when due; and the said H. E. ROBERTSON, further agree S that if HE fail S to keep the said PROPERTY insured or to pay any taxes as agreed, the said E. K. HINSON, or the lawful holder of said notes, may have the building S 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 H. E. ROBERTSON, shall fail to repay any premium or taxes and interest within TWO months from the payment thereof by the said E. K. HINSON, such failure shall render all of said notes due at the expiration of such time.

The said H. E. ROBERTSON further agree S that if said notes become due upon any contingency hereinbefore stated, the said E. K. HINSON, 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 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 H. E. ROBERTSON, or HIS legal representative.

The said H. E. ROBERTSON, further agree S that the said E. K. HINSON may execute the power of sale herein contained without giving bond or taking oath; that the said E. K. HINSON, or the lawful owner of any of the notes herein secured, may bid at any sale under said power; and that if the said E. K. HINSON, 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 E. K. HINSON, and the said H. E. ROBERTSON further agree S 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 E. K. HINSON, ~~will become tenant at will of the purchaser from and after day of sale,~~ and all persons holding under HIM 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 27TH day of JULY, 1940.

E. K. HINSON
H. E. ROBERTSON

As evidence of ratification and acceptance of the foregoing terms and conditions, E. K. HINSON AND H. E. ROBERTSON, join herein and subscribe OUR name S hereto.

This 27TH day of JULY, 1940.

E. K. HINSON
H. E. ROBERTSON

~~ACKNOWLEDGMENT BEFORE NOTARY PUBLIC~~

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, ALTON E. WHEELER, a Notary Public in and for said County and State, the within named E. K. ~~HINSON~~ AND H. E. ROBERTSON, 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 27TH day of JULY, 1940 XXXX

MY COM. EXPIRES APRIL 8, 1942.

(Seal) ALTON E. WHEELER, Notary Public.

U.S.R.S. $0.55

RECEIVED JULY 27, 1940, AT 11:50 A.M.

EWING-NASHVILLE