NUMBER 45051 RECORDED SEPT. 9, 1940. NICH STUART TO WILLIAM HARRIS STUART, ET UX.

FOR AND IN CONSIDERATION of the sum of TWENTY-SIX HUNDRED DOLLARS, paid and to be paid by WILLIAM HARRIS STUART AND WIFE MAXIE HELEN STUART as follows: SEVENTEEN Dollars cash, the receipt of which is hereby acknowledged, and for the remainder the said WILLIAM HARRIS STUART AND WIFE MAXIE HELEN STUART

haVE executed ~~promissory notes for~~ AND DELIVERED 171 LIEN PROMISSORY NOTES, OF EVEN DATE FOR THE SUM OF SEVENTEEN ($17.00) DOLLARS EACH AND BEARING INTEREST FROM DATE AT THE RATE OF 2% PER ANNUM, WHICH INTEREST HAS BEEN COMPUTED AND ADDED ~~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 assigns, a certain tract or parcel of land in~~ ~~County, State of Tennessee, as follows:~~

INTO THE FACE OF EACH NOTE, AND ONE NOTE THE LAST FOR THE SUM OF FIVE (5.08) DOLLARS AND EIGHT CENTS. THE FIRST OF SAID NOTES FALLING DUE SEPTEMBER 3RD. 1940 AND THE OTHERS MONTHLY RESPECTIVELY THEREAFTER UNTIL ALL MATURE

A LIEN IS HEREBY EXPRESSLY RETAINED ON THE PROPERTY HEREIN CONVEYED TO SECURE THE PAYMENT OF SAID NOTES ABOVE MENTIONED AND INTEREST THEREON.-

I, NICK STUART HAVE BARGAINED AND SOLD, AND BY THESE PRESENTS DO TRANSFER AND CONVEY UNTO THE SAID WILLIAM HARRIS STUART AND WIFE MAXIE HELEN STUART, AND TO THEIR HERS AND ASSIGNS, A CERTAIN TRACT OF LAND IN DAVIDSON COUNTY, STATE OF TENNESSEE, AS FOLLOWS:

BEING LOT NUMBER 22 ON THE MAP OF E. T. HOLMAN'S SUBDIVISION OF LOTS NOS. 41, 42 AND 43 BOYD MCNAIRY'S PLAN, RECORDED IN BOOK 161, PAGE 2 OF R.O.D.C., TENNESSEE. SAID LOT NO. 22 FRONTS FIFTY (50) FEET ON THE NORTH SIDE OF SCOVEL STREET, AND EXTENDS BACK IN A NORTHERLY DIRECTION BETWEEN PARALLEL LINES, 150 FEET TO AN ALLEY.

AND IS THE SAME PROPERTY CONVEYED TO NICK STUART BY DEED FROM BRANSFORD REALTY COMPANY, AS OF RECORD IN BOOK 694, PAGE 200 OF THE REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE.

I declare that I am the true and lawful holder of the claim secured by the instrument within recorded, and hereby acknowledge ... and discharge of the lien to secure the same in full This 22 day of April 1957

J. T. McClellan

Attest: T. B. Wilson
DEPUTY 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 WILLIAM HARRIS STUART AND WIFE MAXIE HELEN STUART, THEIR heirs and assigns, forever. And I do covenant with the said WILLIAM HARRIS STUART AND WIFE MAXIE HELEN STUART; 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 WILLIAM HARRIS STUART AND WFE MAXIE HELEN STUART; 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 WILLIAM HARRIS STUART AND WIFE MAXIE HELEN STUART and NICK STUART; that if any of said notes shall at any time be unpaid, either in whole or in part SIX months after maturity, all of the notes shall thereupon become due.

The said WILLIAM HARRIS STUART AND WIFE MAXIE HELEN STUART Agree to keep the HOUSE on property conveyed insured to the amount of ONE THOUSAND ($1000.00) Dollars, payable to the said XXXXXXXXXXXXXXXXXXXXX NICK STUART, as collateral security to said notes, and to pay all INCLUDING BOTH CITY AND COUNTY TAXES FOR 1940. AND SAID WILLIAM HARRIS STUART AND WIFE, MAXIE HELEN taxes when due; ~~and the said~~ ~~NICK STUART,~~ STUART, further agree that if THEY fail to keep the said HOUSE insured or to pay any taxes as agreed, the said NICK STUART, 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 WILLIAM HARRIS STUART AND WIFE MAXIE HELEN STUART shall fail to repay any premium or taxes and interest within TWO months from the payment thereof by the said ~~NICK STUART,~~ such failure shall render all of said notes due at the expiration of such time.

The said WILLIAM HARRIS STUART AND WIFE, MAXIE HELEN STUART further agree that if said notes become due upon any contingency hereinbefore stated, the said NICK STUART, 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 WILLIAM HARRIS STUART AND WIFE MAXIE HELEN STUART; or THEIR legal representative.

The said WILLIAM HARRIS STUART AND WIFE MAXIE HELEN STUART, further agree that the said NICK STUART, may execute the power of sale herein contained without giving bond or taking oath; that the said ----, or the lawful owner of any of the notes herein secured, may bid at any sale under said power; and that if the said NICK STUART, 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 NICK STUART, and the said WILLIAM HARRIS STUART AND WIFE MAXIE HELEN STUART, 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 WILLIAM HARRIS STUART & WIFE 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 29th day of AUGUST, 1940.

WILLIAM HARRIS STUART

MAXIE HELEN STUART

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

This 29th day of AUGUST, 1940.

NICK STUART

~~ACKNOWLEDGMENT BEFORE NOTARY PUBLIC~~

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, AMBROSE BENNETT, a Notary Public in and for said County and State, the within named WILLIAM HARRIS STUART, MAXIE HELEN STUART AND NICK STUART, the bargainorS, with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

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

Witness my hand and official seal, at Nashville, Tennessee, this 29th day of AUGUST, 1940 XXXX

(Seal) AMBROSE BENNETT, Notary Public.

MY COM. EXPIRES APRIL 8, 1942.

U.S.R.S. $3.30.

RECEIVED SEPT. 7, 1940, AT 11:47 A.M.