NUMBER 63566 RECORDED JULY 25, 1941. R. W. ALLEN, ET AL., TRUSTEES BENEVOLENT ORDER, # 188. TO G H FYKES, ET UX.

FOR AND IN CONSIDERATION of the sum of FOUR HUNDRED FIFTY (450.00) DOLLARS, paid and to be paid by G. H. FYKES AND WIFE DAISY B. FYKES, as follows: ONE HUNDRED (100.00) Dollars cash, the receipt of which is hereby acknowledged, and for the remainder the said THREE HUNDRED FIFTY ($350.00) THEY

ha VE executed 35 promissory note S for TEN AND 90/100 ($10.90) DOLLARS, Dollars each of even date herewith, payable to the order of THE TRUSTEES OF BENEVOLENT ORDER #188, and bearing six per cent interest from DATE, with lien retained on the property herein conveyed to secure their payment. The first one of said notes falls due AUGUST 1st 1941, and the others ON THE 1ST. OF EACH MONTH thereafter until all are paid. (THIS INTEREST COMPUTED AND ADDED EQUALLY TO EACH NOTE.)

WE R. W. ALLEN, J. C. HYNES, TOM MILLS, P. G. TURNER AND JULUS POLK TRUSTEES OF BENEVOLENT ORDER #188 have bargained and sold, and by these presents do transfer and convey, unto the said G. H. FYKES AND WIFE DAISY B. FYKES heirs and assgins, a certain tract or parcel of land in DAVIDSON, County, State of Tennessee, as follows:

FRONTING 46 FEET ON WHITE CREEK PIKE AND RUNNING BACK ONE HUNDRED AND FIFTY FEET (150) AND BEING LOT NO. 227 IN THE PLAN OF BROOKLYN HEIGHTS, PLAT OF WHICH IS RECORDED IN THE REGISTER'S PLAN OF DAVIDSON COUNTY, TENNESSEE, BOOK #332, PAGE 140, AND BEING THE SAME PROPERTY CONVEYED TO US BY DEED BY MARY H. FLOWERS AND RECORDED IN BOOK 649, PAGE 650, R.O.D.C. TENN.

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 and discharge of the lien to secure the same in full. This 14 day of Jan 1950

Attest: E. J. Wilson DEPUTY REGISTER R. W. Allen

TO HAVE AND TO HOLD the said tract or parcel of land with the appurtenances, estate, title, and interest thereto belonging, to the said G. H. FYKES AND WIFE, DAISY B. FYKES, heirs and assigns, forever. And WE do covenant with the said G. H. FYKES AND WIFE DAISY B. FYKES, 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, heirs and representatives to warrant and forever defend the title to said land to the said G. H. FYKES AND WIFE DAISY B. FYKES 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 R. W. ALLEN, J. C. HYNES, TOM MILLS, P. G. TURNER & JULUS POLK TRUSTEES OF BENEVOLENT ORDER #188 AND G. H. FYKES AND WIFE DAISY B. FYKES, that if any of said notes shall at any time be unpaid, either in whole or in part months after maturity, all of the notes shall thereupon become due.

The said G. H. FYKES, AND WIFE DAISY B. FYKES, 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 G. H. FYKES, AND WIFE DAISY B. FYKES, further agree that if THEY fail to keep the said insured or to pay any taxes as agreed, the said TRUSTEES OF BENEVOLENT ORDER #188, 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 G. H. FYKES AND WIFE DAISY B. shall fail to repay any premium or taxes and interest within TWO months from the payment thereof by the said TRUSTEES such failure shall render all of said notes due at the expiration of such time.

The said G. H. FYKES AND WIFE DAISY B. FYKES, further agree that if said notes become due upon any contingency hereinbefore stated, the said TRUSTEES, 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 G. H. FYKES, AND WIFE DAISY B. FYKES, or legal representative.

The said G. H. FYKES AND WIFE DAISY B. FYKES, further agree that the said TRUSTEES OF BENEVOLENT ORDER #188 may execute the power of sale herein contained without giving bond or taking oath; that the said TRUSTEES OF BENEVOLENT ORDER #188, or the lawful owner of any of the notes herein secured, may bid at any sale under said power; and that if the said TRUSTEES OF BENEVOLENT ORDER #188 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 TRUSTEES OF THE BENEVOLENT ORDER #188 and the said G. H. FYKES AND WIFE DAISY B. FYKES 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 G. H. FYKES AND WIFE DAISY B. ~~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 signature S, this 14th day of JULY, 1941.

TRUSTEES OF THE BENEVOLENT ORDER #188

P. G. X TURNER — B. W. ALLEN

NIS MARK — J. C. HAYNES

JULIUS POLK — TOM MILLS

As evidence of OUR ratification and acceptance of the foregoing terms and conditions, G. H. FYKES AND WIFE DAISY B. FYKES, join herein and subscribe OUR name S hereto.

This day of JULY, 1941.

G. H. FYKES

DAISY B. FYKES

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 R. W. ALLEN, J. C. HYNES, TOM MILLS, P. G. TURNER, AND JULUS POLK, TRUSTEES OF THE BENEVOLENT ORDER #188, G. H. FYKES AND DAISY B. FYKES, the bargainor S, with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And DAISY B. FYKES, WIFE of the said G. H. FYKES, having appeared before me privately and apart from HER husband, the said G. H. FYKES, 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 14 day of JULY, 1941.

MY COM. EXPIRES APRIL 8, 1942.

(Seal) AMBROSE BENNETT, Notary Public.

U.S.R.S. $-

RECEIVED JULY 24, 1941, AT 10:10 A.M.

EWING-NASHVILLE