283 NUMBER 9140 RECORDED JULY 20TH, 1944.

PARTIAL PAYMENT DEED RESERVING POWER OF SALE
JOHN M.HURT, ET UX.--TO- ROY VERBLE ET UX.

FOR AND IN CONSIDERATION of the sum of ONE THOUSAND & 00/100 ($1,000.00) DOLLARS, paid and to be paid by AS HEREINAFTER STATED WE, JOHN M.HURT AND WIFE ANNIE H.HURT, as follows: DO HEREBY CONVEY& TO ROY VERBLE AND WIFE PEARL VERBLE A CERTAIN PARCEL OF REAL ESTATE, and for the remainder the said SITUATE IN DAVIDSON COUNTY (3RD DISTRICT) COUNTY TENNESSEE, AND FURTHER DESCRIBED AS FOLLOWS;

BEGINNING AT A POINT IN THE CENTER OF MCGAVOCK LANE 743, FEET SOUTH OF THE SOUTH MARGIN OF THE TENNESSEE, CENTRAL RAILROAD, BEING THE NORTHWEST CORNER OF THE DONELSON DEVELOPMENT COMPANY PROPERTY NORTH 5 DEGREES EAST ALONG CENTER OF MCGACOCK LANE 130 FEET TO A POINT IN CENTER OF MCGAVOCK LANE, BEING JOHN M.HURT'S SOUTHWEST CORNER, THENCE SOUTH 85 DEGREES EAST ALONG SOUTH LINE OF JOHN M.HURT'S PROPERTY 689 FEET TO A POINT IN LINE OF HARRY G. OVERBY'S PROPERTY, THENCE SOUTH 5 DEGREES WEST ALONG LINE OF HARRY G.OVERBY'S PROPERTY 130 FEET TO A POINT IN NORTH LINE OF THE DONELSON DEVELOPMENT COMPANY, THENCE NORTH 85 DEGREE WEST ALONG THE LINE OF THE DONELSON DEVELOPMENT COMPANY 689 FEET TO THE POINT OF BEGINNING, CONTAINING TWO ACRES MORE OR LESS.

promissory notes for ... 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 ... County, State of Tennessee, as follows:

heirs and assigns, a certain tract or parcel of land in

THE SAID CONVEYEES HAVE PAID FIVE HUNDRED & 00/100 ($500.00) DOLLARS, OF SAID CONSIDERATION IN CASH, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, AND FOR THE BALANCE HAVE EXECUTED 33 NOTE TO JOHN M.HURT AND WIFE ANNIE H.HURT, 32 FOR FIFTEEN DOLLARS ($15.00) EACH AND ONE FOR TWENTY DOLLARS ($20.00) DATED JULY 17, 1944. THE FIRST OF WHICH IS PAYABLE AUGUST 17, 1944 AND ONE OF WHICH IS PAYABLE AT THE EXPIRATION OF EVERY MONTH THEREAFTER UNTIL ALL MATURE. TO SECURE ALL OF SAID NOTES A LIEN ON THE PROPERTY HEREIN CONVEYD IS HEREBY RESERVED.

THE SAID JOHN M.HURT AND WIFE ANNIE H.HURT, HEREBY COVENANT THAT THEY SEIZED AND POSSESSED OF SAID REAL ESTATE, HAVE THE RIGHT TO CONVEY,AND THAT THE SAME IS UNINCUMBERED, AND WARRANTS THE TITLE AGAINST THE CLAIMS OF ALL PERSONS; BUT THIS CONVEYANCE IS UPON THE FOLLOWING CONDITIONS WHICH ARE A PART OF THE CONSIDERATION HEREOF,, WITHOUT WHICH THIS CONVEYANCE WOULD NOT BE MADE VIZ;

I certify that I am the true and lawful holder of the claim secured by the instrument within and hereby acknowledge the satisfaction of the same in full. This ... day of ... 1944. [illegible] Witness my hand this date.

TO HAVE AND TO HOLD the said tract or parcel of land with the appurtenances, estate, title, and interest thereto belonging, to the said ... heirs and assigns, forever. And ... do covenant with the said ... that ... lawfully seized and possessed of said land in fee simple, have a good right to convey it, and the same is unincumbered ...

And ... do further covenant and bind ... heirs and representatives to warrant and forever defend the title to said land to the said ... 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 JOHN M.HURT AND WIFE ANNIE H.HURT, and ROY VERBLE AND WIFE PEARL VERBLE, that if any of said notes shall at any time be unpaid, either in whole or in part TWO months after maturity, all of the notes shall thereupon become due.

The said ROY VERBLE AND WIFE PEARL VERBLE, Agree S to keep the ... on property conveyed insured to the amount of ... Dollars, payable to the said JOHN M.HURT AND WIFE ANNIE H.HURT, as collateral security to said notes, and to pay all taxes when due; and the said ROY VERBLE AND WIFE PEARL VERBLE, further agree S that if THEY fail to keep the said PROPERTY insured or to pay any taxes as agreed, the said JOHN M.HURT AND WIFE ANNIE H.HURT, 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 ROY VERBLE AND WIFE PEARL VERBLE, shall fail to repay any premium or taxes and interest within TWO months from the payment thereof by the said JOHN M.HURT & WIFE ANNIE H.HURT, OR BY THE HOLDER OF THE NOTES such failure shall render all of said notes due at the expiration of such time.

The said ROY VERBLE AND WIFE PEARL VERBLE, further agree S that if said notes become due upon any contingency hereinbefore stated, the said JOHN M.HURT, AND WIFE ANNIE H.HURT, 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; INCOUDING REASONABLE ATTORNEY FEES third to the satisfaction of the indebtedness secured by said vendor's lien; and, last, any balance shall be paid to the said ROY VERBLE AND WIFE PEARL VERBLE, or THEIR legal representative.

The said ROY VERBLE AND WIFE PEARL VERBLE, further agree S that the said POWER OF SALE MAY BE EXECUTED may execute the power of sale herein contained without giving bond or taking oath; that the said JOHN M.HURT, AND WIFE, or the lawful owner of any of the notes herein secured, may bid at any sale under said power; and that if the said PERSON WHO MAKES THE SALE BECOMES THE PURCHASER 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 PURCHASER and the said ROY VERBLE AND WIFE further agree S that in the event of a sale of said property, he 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 THE POWER HEREIN RESERVED HE OR ANY OTHER PERSON OR ... will become tenant at will of the purchaser from and after day of sale. PERSONS HOLDING THROUGH OR UNDER SHALL THEREUPON AT ONCE BECOME THE TENANTS AT WILL OF THE PURCHASER SUBJECT TO REMOVAL BY PROCESS OF UNLAWFUL DETAINER, AND THAT HE OR THEY WILL PAY THE PURCHASERS THE REASONABLE RENTAL VALUE OF THE PREMISES FOR THE TIME INTERVENING BETWEEN THE SALE AND TAKING POSSESSION, AND THAT HE OR THEY WILL AT ANY TIME GIVE POSSESSION ON DEMAND OF THE PURCHASER

In Witness Whereof, WE, / SAID CONVEYOR hereunto set OUR signature, this 20 day of JULY 1944.

JOHN M.HURT,
ANNIE H.HURT,

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

This ... day of ...

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, MARY A. FISHER, a Notary Public in and for said County and State, the within named JOHN M.HURT AND ANNIE H.HURT, the bargainor S, with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And ANNIE H.HURT, WIFE of the said JOHN M.HURT, having appeared before me privately and apart from HER husband, the said ANNIE H.HURT, 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 20 day of JULY 1944.

MY COMMISSION EXPIRES OCT. 6, 1946 (Seal) MARY A. FISHER, Notary Public.

U.S.R.S $ 1.10

RECEIVED JULY 20TH, 1944. AT 9;56 A.M. FC.

SWING-NASHVILLE