NUMBER 5843 RECORDED JUNE 5, 1944

W.W. CRANDALL ET AL

TO DEED

V.C. KING,ET UX

FOR AND IN CONSIDERATION OF THE SUM OF FIFTEEN HUNDRED DOLLARS ($1500.00) PAID AND TO BE PAID BY VIRGIL C. KING AND WIFE, NADINE KING,AS FOLLOWS: FIVE HUNDRED FOLLARS ($500.00) CASH, RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, AND FOR THE REMAINING ONE THOUSAND DOLLARS ($1000.00) THE SAID VIRGIL C. KING AND WIFE, NADINE KING, HAVE EXECUTED THEIR JOINT AND SEVERAL NOTE OF EVEN DATE HEREWITH AND PAYABLE TO THE ORDER OF W.W.CRANDALL, JR ., AND TO CHARLOTTE LEWIS CRANDALL AS TURSTEE, AND THE AMERICAN NATIONAL BANK OF NASHVILLE AS TRUSTEE. SAID NOTE PROVIDES FOR FIVE (5) PAYMENTS IN THE SUM OF TWO HUNDRED DOLLARS ($200.00) EACH, THE FIRST PAYMENT BEING DUE ON OR BEFORE SIX MONTHS FROM DATE, AND ONE PAYMENT DUE ON OR BEFORE EACH SIX MONTHS THEREAFTER UNTIL SAID NOTE IS PAID IN FULL. SAID NOTE FURTHER PROVIDES FOR INTEREST AT THE RATE OF FIVE PER CENT (5%) PER ANNUM, SAID INTEREST BEING DUE AND PAYABLE EACH SIX MONTHS. SAID NOTE FURTHER PROVIDES THAT THE MAKERS WILL PAY A REASONABLE ATTORNEY'S FEE IN THE EVENT IT IS NECESSARY TO PLACE THE NOTE IN THE HANDS OF AN ATTORNEY FOR COLLECTION. A LIEN IS EXPRESSLY RETAINED ON THE PROPERTY HEREINAFTER DESCRIBED AND CONVEYED TO SECURE THE PAYMENTS OF SAID NOTE, W.W. CRANDALL, JR AND MRS. CHARLOTTE LEWIS CRANDALL A WIDOW, AND THE AMERICAN NATIONAL BANK OF NASHVILLE, THE LATTER TWO CONVEYING AS TRUSTEES UNDER THE WILL OF W.W. CRANDALL, DECEASED, PROBATED JUNE 24, 1938, AND APPEAR ING IN WILL BOOK 55, PAGE 242, IN THE OFFICE OF THE CLERK OF THE COUNTY COURT OF DAVIDSON COUNTY ,TENNESSEE, AND PURSUANT TO THE AUTHORITY IN THEM VESTED UNDER THE TERMS AND PROVISIONS OF SAID WILL, HAVE BARGAINED AND SOLD, AND BY THESE PREMISES DO TRANSFER AND CONVEY UNTO THE SAID VIRGIL C. KING AND WIFE, NADINE KING,THEIR HEIRS AND ASSIGNS, THE FOLLOWING DESCRIBED TRACT OR PARCEL OF LAND, TO WIT:

LAND IN DAVIDSON COUNTY,TENNESSEE, BEING LOT NO.1 ON THE MAP OF M.T.PENDERGRASS' SUBDIVISION OF LOTS NOS.175 AND 176 IN WEST GROVE PLAN, OF RECORD IN BOOK 547 PAGE 185 R.O.D.C.,TENNESSEE.

SAID LOT NO.1 FRONTS 60 FEET ON THE NORTHERLY SIDE OF PILCHER AVENUE AND RUNS BACK BETWEEN LINES, 150 FEET MORE OR LESS, ALONG THE WESTERLY MARGIN OF 36TH AVENUE NORTH, TO AN ALLEY ON THE REAR ON WHICH IT MEASURES 60 FEET.

TO HAVE AND TO HOLD THE SAID TRACT OR PARCEL OF LAND , WITH THE APPURTENANCES, ESTATE, TITLE AND INTEREST THERETO BELONGING TO THE SAID VIRGIL C. KING AND WIFE, NADINE KING, THEIR HEIRSAND ASSIGNS, FOREVER.

AND GRANTORS HEREIN COVENANT THAT THEY ARE LAWFULLY SEIZED AND POSSESSED OF SAID TRACT OR PARCEL OF LAND, HAVE A GOOD RIGHT TO CONVEY IT, AND THE SAME IS UNENCUMBERED EXCEPT BY TAXES FOR THE YEAR 1944 WHICH ARE TO BE PRORATED BETWEEN GRANTORS AND GRANTEES AS OF THE DATE OF THIS DEED.

AND SAID GRANTORS DO FURTHER COVENANT AND BIND THEMSELVES,THEIR HEIRS, REPRESENTATIVES AND SUCCESSORS IN TRUST, TO WARRANT AND FOREVER DEFEND THE TITLE TO SAID LAND TO THE SAID VIRGIL C. KING AND WIFE, NADINE KING,THEIR HEIRS AND ASSIGNS, AGAINST THE LAWFUL CLAIMS OF ALL PERSONS WHOMSOEVER.

BUT THIS CONVEYANCE IS MADE UPON THE FOLLOWING CONDITIONS, WHICH ARE MADE A PART OF THE CONSIDERATION HEREOF, WITHOUT WHICH THIS CONVEYANCE WOULD NOT HAVE BEEN MADE, TO WIT:

IT IS EXPRESSLY AGREED BY AND BETWEEN THE SAID W.W. CRANDALL, JR AND SAID MRS. CHARLOTTE

Received within recorded and hereby acknowledge the satisfaction thereof and the same is full. This 14 day of June 1944
Charge of the Register
Amount: _____ By [illegible] Deputy Register

LEWIS CRANDALL, AND THE AMERICAN NATIONAL BANK OF NASHVILLE,THE LATTER TWO ACTING AS TRUSTEES AS AFORESAID, OF THE ONE PART, AND VIRGIL C. KING AND WIFE, NADINE KING, OF THE OTHER PART, THAT IF ANY PAYMENT ON SAID NOTE SHALL AT ANY TIME BE UNPAID, EITHER IN WHOLE OR IN PART, TWO MONTHS AFTER SAID PAYMENTS ARE DUE AND PAYABLE,THEN THE ENTIRE NOTE SHALL AT THE OPTION OF THE HOLDER THEREOF BECOME DUE AND PAYABLE AS IF BY LAPSE OF TIME, WITHOUT FURTHER NOTICE, BUT NOTHING HEREIN CONTAINED SHALL COMPEL THE HOLDER TO DECLARE SAID NOTE DUE AND UNPAID, AND IF SO DECLARED,THE SAME MAY BE RESTORED, AND THIS MAY BE DONE AS OFTEN THEREAFTER AS A DEFAULT OCCUR, AS HEREIN DEFINED,THIS RIGHT BEING A CONTINUING ONE AND NOT EXHAUSTED ON ONE DECLARATION.

THE SAID VIRGIL C. KING AND WIFE, NADINE KING, AGREE TO KEEP THE IMPROVEMENTS ON THE PROPERTY CONVEYED INSURED IN SOME RELIABLE FIRE AND WINDSTORM INSURANCE COMPANY. IN THE AMOUNT OF $1500.00 OR ITS REASONABLE INSURABLE VALUE IF THE SAME BE LESS, PAYABLE TO THE GRANTORS HEREIN AS COLLATERAL SECURITY TO SAID NOTE, AND TO PAY ALL TAXES WHEN DUE; AND THE SAID VIRGIL C. KING AND WIFE, NADINE KING, FURTHER AGREE THAT IF THEY FAIL TO KEEP THE SAID PROPERTY INSURED OR TO PAY ANY TAXES AS AGREED, THE LAWFUL HOLDER OF SAID NOTE MAY HAVE THE BUILDING INSURED OR MAY PAY THE TAXES, AND IN EITHER EVENT THE AMOUNT PAID SHALL BECOME PART OF THE INDEBYEDNESS SECURED BY THE LIEN HEREIN RESERVED, AND SHALL BEAR INTEREST FROM THE DATE OF PAYMENT AT THE LASFUL RATE IN TENNESSEE. AND IF SAID GRANTEES FAIL TO REPAY ANY PREMIUMS OR TAXES AND INTEREST WITHIN TWO MONTHS FROM THE PAYMENT THEREOF, AS HEREIN PROVIDED, SUCH FAILURE SHALL BE AN EVENT OF DEFAULT TO THE SAME EXTENT AND IN THE SAME WAY AS FAILURE TO MEET ANY PAYMENT ON SAID NOTE.

THE PREMIUM ON ANY EXISTING INSURANCE POLICY AS OF THE DATE OF THIS DEED WILL BE PROPRATED BETWEEN THE PARTIES.

THE SAID VIRGIL C. KING AND NADINE KING FURTHER AGREE THAT IF SAID NOTE BECOMES DUE BY LAPSE OF TIME OR UPON ANY CONTINGENCY HEREINABOVE STATED, THE LAWFUL OWNER OR OWNERS OF SAID NOTE AFTER ADVERTISING ONCE EACH 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, AND TO APPLY THE PROCEEDS OF SAME AS FOLLOWS:

1. TO THE PAYMENT OF ANY TAXES ON THE PROPERTY.
2. TO THE PAYMENT OF ALL EXPENSES INCIDENT TO ADVERTISING AND SELLING,INCLUDING A REASONABLE FEE TO THE ATTORNEYS OF GRANTORS.
3. TO THE SATISFACTION OF THE INDEBTEDNESS HEREBY SECURED OR INTENDED SO TO BE;CAND
4. THE BALANCE, IF ANY, TO THE SAID GRANTORS OR THEIR LEGAL REPRESENTATIVES.

THE SAID VIRGIL C. KING AND NADINE KING FURTHER AGREE THAT THE LAWFUL OWNER AND HOLDER OR HOLDERS OF SAID NOTE MAY EXECUTE THE POWER OF SALE HEREIN CONTAINED, WITHOUT GIVING BOND OR TAKING OATH, AND THAT THEY OR ANY OF THEM MAY BID AT ANY SALE UNDER THIS CONVEYANCE, AND THAT IF ANY ONE OF SAID HOLDERS BECOMES THE PURCHASER, THE PERSON HOLDING THE OFFICE OF THE COUNTY COURT CLERK OF SAID COUNTY SHALL HAVE AUTHORITY TO CONVEY THE PROPERTY TO THE SAID PURCHASER, BUT IN THE EVENT OF PURCHASE BY A THIRD PARTY, A DEED MAY BE EXECUTED BY THE AMERICAN NATIONAL BANK OF NASHVILLE AS TRUSTEE, AND SHALL CONVEY ALL RIGHTS OF THE GRANTEES HEREIN NAMED TO THE PURCHASER. IT IS FURTHER EXPRESSLY AGREED IN THE EVENT OF A SALE UNDER THIS POWER, THEN THE SAID VIRGIL C. KING AND NADINE KING , AND ALL PERSONS HOLDING UNDER OR THROUGH THEM, SHALL BE AND BECOME THE TENANTS AT WILL OF THE PURCHASER OF THE PROPERTY,