DAVIDSON COUNTY WARRANTY DEED

Book No. 1334

NUMBER 70114 RECORDED SEPTEMBER 5, 1946

PARTIAL PAYMENT DEED

RESERVING POWER OF SALE

FROM

G. C. THOMPSON AND WIFE ELIZABETH THOMPSON

TO

W. M. HEUGHAN AND WIFE NENA HEUGHAN

Elizabeth Thompson the true and lawful holder of the [illegible] secured by the instrument within recorded and hereby acknowledges the satisfaction, payment and discharge of the lien to secure the same in full This 11 day May 1953 1953

ATTEST: A. McKinstry DEPUTY REGISTER

G. C. Thompson

FOR AND IN CONSIDERATION OF THE SUM OF EIGHT HUNDRED ($800.00) DOLLARS AND INTEREST AT SIX (6%) PER YEAR DOLLARS, PAID AND TO BE PAID AS HEREINAFTER STATED, WE, G. C. THOMPSON AND WIFE ELIZABETH THOMPSON DO HEREBY CONVEY TO W. M. HEUGHAN AND WIFE NENA HEUGHAN A CERTAIN PARCEL OF REAL ESTATE, SITUATE IN DAVIDSON COUNTY, TENNESSEE, AND FURTHER DESCRIBED AS FOLLOWS:

BEING IN TWO TRACTS AND LYING SIDE BY SIDE, AND PARTICULARLY DESCRIBED AS FOLLOWS:

TRACT NO. 1: BEGINNING AT A STONE SET IN THE GROUND, SAME BEING THE SOUTHEAST CORNER OF THE C. E. GLEAVES FARM, AND RUNNING THENCE WEST WITH THE OLD ROAD KNOWN AS GLEAVES LANE 268 FEET TO A POINT IN THE CENTER OF THE NEW ROAD, KNOWN AS CENTRAL PIKE AND STEWART'S FERRY PIKE; THENCE NORTH WITH SAID ROAD 287.5 FEET TO A POINT IN THE CENTER OF SAID ROAD; THENCE EAST 339 FEET TO A STAKE SET IN THE GROUND IN THE LINE BETWEEN C. E. GLEAVES AND JAMES A. GLEAVES FARM; THENCE SOUTH 287.5 FEET TO THE BEGINNING CONTAINING TWO ACRES, MORE OR LESS.

TRACT NO. 2: BEGINNING IN THE CENTER OF THE OLD MILL ROAD AT THE N. W. CORNER OF THE TWO ACRE TRACT SOLD BY J. H. GLEAVES TO MRS. NORA GLEAVES RUNNING THENCE EAST 275 FEET, MORE OR LESS, TO A POINT; THENCE NORTH 525 FEET MORE OR LESS TO A POINTER IN THE LINE BETWEEN J. H. GLEAVES AND W. R. HEWGLEY; THENCE WEST 308 FEET AND 9 INCHES MORE OR LESS TO THE CENTER OF SAID OLD MILL ROAD 525 FEET, MORE OR LESS, TO THE N. W. CORNER OF SAID MRS. NORA GLEAVES SAID TWO ACRE TRACT, THE BEGINNING POINT, AND 3½ ACRES MORE OR LESS.

THIS IS THE ~~SAME~~ PROPERTY CONVEYED TO G. C. THOMPSON AND WIFE ELIZABETH THOMPSON FROM PORTER B. THOMPSON BY DEED, DATED JULY 12, 1945, RECORDED IN REGISTER'S OFFICE, DAVIDSON COUNTY, TENNESSEE, BOOK NO. 1344, PAGE 422, SEPTEMBER 19, 1945.

THE SAID CONVEYEE HAS PAID NONE DOLLARS OF SAID CONSIDERATION IN CASH, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, AND FOR THE BALANCE HAS EXECUTED EIGHT NOTES TO G. C. THOMPSON AND WIFE ELIZABETH THOMPSON, EACH FOR ONE HUNDRED ($100.00) AND INTEREST DOLLARS, DATED AUGUST 1, 1946, THE FIRST OF WHICH IS PAYABLE AUGUST 1, 1947, AND ONE OF WHICH IS PAYABLE AT THE EXPIRATION OF EVERY YEAR THEREAFTER UNTIL ALL MATURE. TO SECURE ALL OF SAID NOTES A LIEN ON THE PROPERTY HEREIN CONVEYED IS HEREBY RESERVED.

THE SAID G. C. THOMPSON AND WIFE ELIZABETH HEREBY COVENANTS 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:

IT IS EXPRESSLY AGREED BY AND BETWEEN THE SAID G. C. THOMPSON AND WIFE ELIZABETH THOMPSON AND W. M. HEUGHAN AND WIFE NENA HEUGHAN THAT IF ANY OF SAID NOTES SHALL AT ANY TIME BE UNPAID, EITHER IN WHOLE OR IN PART, TWO MONTHS AFTER MATURITY,

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ALL OF THE NOTES SHALL THEREUPON BECOME DUE.

THE SAID W. M. HEUGHAN AND WIFE NENA HEUGHAN AGREES TO KEEP THE-----ON THE 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 W. M. HEUGHAN AND WIFE NENA HEUGHAN FURTHER AGREES THAT IF THEY FAIL TO KEEP THE SAID------,OR TO PAY ANY TAXES AS AGREED, THE SAID G. C. THOMPSON AND WIFE ELIZABETH, OR THE LAWFUL HOLDER OF SAID NOTES OR MAY PAY THE TAXES, AND IN EITHER EVENT THE AMOUNT SHALL BECOME PART OF THE INDEBTEDNESS SECURED BY THE LIEN HEREIN RESERVED, AND SHALL BEAR INTEREST FROM THE DATE OF PAYMENT. IF THE SAID W. M. HEUGHAN AND WIFE NENA HEUGHAN SHALL FAIL TO REPAY ANY TAXES AND INTEREST WITHIN TWO MONTHS FROM THE PAYMENT THEREOF BY THE SAID G. C. THOMPSON & WIFE, OR BY THE HOLDER OF THE NOTES, SUCH FAILURE SHALL RENDER ALL OF SAID NOTES DUE AT THE EXPIRATION OF SUCH TIME.

THE SAID W. M. HEUGHAN AND WIFE NENA HEUGHAN FURTHER AGREES THAT IF SAID NOTES BECOME DUE UPON ANY CONTINGENCY HEREINBEFORE STATED, THE SAID G. C. THOMPSON AND WIFE ELIZABETH 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 EXPENSES INCIDENT TO ADVERTISING AND SELLING, INCLUDING REASONABLE ATTORNEY'S FEES;

THIRD, TO THE SATISFACTION OF THE INDEBTEDNESS SECURED BY SAID VENDOR'S LIEN; AND, LAST, ANY BALANCE SHALL BE PAID TO THE SAID W. M. HEUGHAN AND WIFE NENA HEUGHAN, OR THEIR LEGAL REPRESENTATIVES.

THE SAID W. M. HEUGHAN AND WIFE NENA HEUGHAN FURTHER AGREES THAT THE SAID POWER OF SALE MAY BE EXECUTED WITHOUT GIVING BOND OR TAKING OATH; THAT THE SAID G. C. THOMPSON AND WIFE ELIZABETH THOMPSON, OR THE LAWFUL OWNER OF ANY OF THE NOTES HEREIN SECURED, MAY BID AT ANY SALE UNDER SAID POWER; AND THAT IF THE PERSON WHO MAKES THE SALE BECOMES THE PURCHASER, THE PERSON HOLDING THE OFFICE OF COUNTY COURT CLERK FOR SAID COUNTY SHALL HAVE AUTHORITY TO CONVEY THE PROPERTY TO THE PURCHASER. AND THE SAID W. M. HEUGHAN AND WIFE, FURTHER AGREE THAT, IN THE EVENT OF A SALE UNDER THE POWER HEREIN RESERVED, THEY OR ANY OTHER PERSON OR PERSONS HOLDING THROUGH OR UNDER THEM SHALL THEREUPON AT ONCE BECOME THE TENANTS AT WILL OF THE PURCHASERS, 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 PURCHASERS.

IN WITNESS WHEREOF, WE, SAID CONVEYORS, HEREUNTO SET OUR SIGNATURES THIS 12 DAY OF AUG. 1946.

G. C. THOMPSON

MRS. G. C. THOMPSON
(ELIZABETH)

AS EVIDENCE OF OUR RATIFICATION AND ACCEPTANCE OF THE FOREGOING TERMS AND CONDITIONS, WE W. M. HEUGHAN AND WIFE NENA HEUGHAN JOIN HEREIN, AND SUBSCRIBE OUR