the second part- her heirs and assigns forever, a certain parcel of land situated in the 10th Civil District of Davidson County, and fronting on the middle Franklin Pike, beginning at a point 210 feet from the North west Corner of said Pike, and Division Street, and running Southwestwardly along the Eastern margin of said Middle Franklin Pike, fifty feet: Thence at right angles Eastwardly one hundred and fifty two feet to a 12 foot alley; thence at right Angles Northwardly along said Alley fifty feet; Thence at right angles westwardly one hundred and fifty two feet to the beginning. To have and to hold the same together with all and singular the Tenements, Hereditaments, Privileges and appurtenances thereunto belonging or in anywise appertaining, and also all the estate, interest and claim whatsoever in law as well as Equity which the party of the first part have in and to the premises hereby Conveyed, unto the party of the second part, his heirs and assigns, and to their only proper use, benefit and behoof and the said Anthony Reily, party of the first part, Expressly waives, relinquishes, releases, and Conveys unto the said party of the second part, her heirs, Executors, administrators and assigns, all right, title, claim, interest and benefit whatever in and to the above described premises, and each and every part thereof which is given by or results from all laws of this State pertaining to the Exemption of homestead; Provided, always and these presents are upon this express Condition, that if the party of the first part- their heirs, executors or administrators shall well and truly pay or cause to be paid to the part- of the second part- her heirs, Executors or administrators Released in Book 66 pg. 200 — and assigns the aforesaid sum of money with such interest thereon at the time and in the manner specified in the above mentioned promissory note, according to the true intent and meaning thereof, then in that Case these presents and every thing therein expressed shall be Absolutely null and void. In witness whereof the said party of the (1st) first part hereunto set his hand and seal, the day and year first written above.

Anthony his mark Reily. (Seal)
Ann her mark Reily. (Seal)

State of Tennessee.
Davidson County

Personally appeared before me, James T. Bell, Clerk of the County Court of said County, the within named Anthony Reily and Ann Reily, the bargainors, with whom I am personally acquainted, and acknowledged that they executed the annexed instrument for the purposes therein expressed. And Ann Reily, wife of the said Anthony Reily having personally appeared before me, privately and apart from her husband, the said Anthony Reily, acknowledged 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, at office, this 24th day of May, 1877.

James T. Bell, Clerk.

(Rec'd May 16th 1878, at 10:54 A. M.)

A. C. Beech, et ux et al
To
D. Weaver, Jr.

Registered May 23rd 1878.

For and in Consideration of the sum of Five Thousand Dollars, the A. C. Beech and A. B. Beech, hereby sell, transfer and convey unto D. Weaver, the undivided half interest of A. C. Beech in the following lot of ground, and the improvements thereon, lying in the County of Davidson, and State of Tennessee, and City of Nashville. Said lot being of the following description, to wit: Fronting on the West side of North College Street twenty five feet (25 ft) and running back Westwardly to an alley that runs North and South between Cherry and College Streets: it being the lot upon which the storehouse now occupied by Beech, Rucks and Connell is situated, and being the same ground conveyed to us by John Bell & others by deed registered in Book 54 — page 383 of the Register's Office of Davidson County, to which reference is hereby made. To have and to hold said undivided half interest in

1/2 interest in 25 feet on North College St.

Released on Book 67, Page 338

said lot and improvements to the said D. Weaver, his heirs and assigns forever. And we Covenant and agree with the said D. Weaver that we are lawfully seized of said lot; that we have a good right to convey it, and that the same is unencumbered; and we further Covenant and agree with the said D. Weaver, and so bind ourselves, our heirs and representatives, to Warrant and forever defend the title to the said property to the said D. Weaver, his heirs and assigns forever. But this Conveyance is intended to operate as a mortgage to secure the payment of two promissory notes of May 1, 1878, made by the said A. C. Beech, with A. B. Beech, security, and payable Twelve months after date; one of said notes being for the sum of Three Thousand and Ninety four and 36/100 ($3,094 36/100) Dollars, and payable to the order of D. Weaver, with interest at 6% from date until paid; and the other of said notes being for the sum of Nineteen Hundred and five and 64/100 Dollars ($1,905 64/100) and payable to the order of W. F. Hunt, Adm'r of A. M. Morgan, with interest from date until paid at 6%: Now, therefore, if the said A. C. Beech, or his representatives shall well and truly pay to the said D. Weaver, and to the said W. F. Hunt, Adm'r &c, or to D. Weaver his agent, the said notes at the maturity thereof, together with the interest thereon, then this Conveyance shall be void and for nothing held; but, otherwise to remain in full force and effect. And the said D. Weaver is hereby authorized, in case the said A. C. Beech shall fail to pay said notes, or either of them and the interest thereon at maturity, to enter upon, and after making publication in one or more of the daily papers of the City of Nashville, for the space of Sixty days, as to the time and place of said sale, and giving a sufficient description of said property, to sell the same to the highest bidder for Cash, or on credit, as he may see fit, free from the Equity of redemption of the said A. C. Beech — the equity of redemption being hereby expressly waived — and the proceeds of said sale shall (if such sale occur) be Applied as follows: First to the payment of the Costs of sale, advertisement &c: Second to the payment in full of the two notes and interest — the balance to be paid to the said A. C. Beech. And it is agreed, by A. M. Beech, the wife of the said A. C. Beech, in Consideration of the Loan to the said A. C. Beech — that if the said Beech shall die before the execution of this mortgage, and if the said interest in said lot shall be sold under said mortgage, then that the same shall be sold free from her right of dower and to this end she joins her husband in this Conveyance, waiving her right to dower in said Beech's interest in said property, against said D. Weaver and W. F. Hunt, Adm'r. In witness of the foregoing we have hereunto set our hands, this 1st day of May, 1878.

A. C. Beech. A. B. Beech. A. M. Beech.

State of Tennessee
Davidson County

Personally appeared before me, James T. Bell, Clerk of the County Court of said County, the within named A. C. Beech, A. B. Beech & A. M. Beech, the bargainors, with whom I am personally acquainted, and acknowledged that they executed the annexed instrument for the purposes therein expressed. And A. M. Beech, wife of the said A. C. Beech, having personally appeared before me, privately and apart from her husband, the said A. C. Beech, acknowledged 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, at office, this 16th day of May, 1878.

James T. Bell, Clerk.

(Rec'd May 16th 1878, at 1:40 P. M.)

Clerk & Master, et al.
To
Wm. Hunter.

Registered May 23rd 1878.

This Indenture, made the 16th day of May, A. D. 1878, between Robert Ewing, Clerk and Master of the Chancery Court at Nashville, for Davidson County, Tennessee, of the first part, and Wm. Hunter