12 5 feet on Gowdy street.

Released on page 473, this book

a Special Comr. appointed by the Chancery Court at Nashville, in the case of Aaron Stretch, Exr. etc vs Ann Gowdy et als, sold and conveyed to Jos. R. Dillin, the party of the first part, a certain lot on the East side of Gowdy street, fronting 125 feet on said street; and running back 186 feet 8 inches to Vauxhall street - upon which is located the residence of the late Thos. Gowdy, decd. - as is evidenced by a deed duly registered in the Register's Office of Davidson County, book _, page 509. The consideration of said Conveyance was the sum of $9.100., for which amount said Dillin executed and delivered his promissory note, with G. W. Patterson security, payable to said Stretch, Exr. & Special Comr., five years from the 11th of Oct. 1871, and said Dillin also executed and delivered separate notes for the annual interest on said $9.100. - A lien was expressly retained in said deed of conveyance to secure the payment of said notes: And whereas, said note for $9.100. has been turned over to the party of the third part for collection, for the use & benefit of Mrs. Ann McCampbell & her children, under a decree of said Chancery Court, in said cause; And whereas, all the interest on said $9.100. has been paid, and Three hundred and fifty four dollars of the principal has also been paid, and the said J. R. Dillin desiring now to renew his said note for the unpaid principal, namely $8.746., for a term of three years - in consideration of the premises, and of the surrender to him of his said note for $9.100., the said J. R. Dillin has this day executed and delivered to the party of the third part his promissory note for $8.746., dated 11th Oct. 1876, due at three years, and payable to Nath'l Baxter, Jr. Clerk & Master with J. A. Dillin & L. R. Dillin as securities thereon - he has paid to said Baxter, Jr., Clerk & Master this day in cash $795.09 that being the interest on said note for one year, discounted for payment in advance, and he has also executed and delivered to said Baxter his two promissory notes, each for $795.09, payable to said Baxter, Clerk & Master, respectively, in 12 & 24 months from 11th Oct. 1876, with J. A. & L. R. Dillin as securities, said last mentioned notes being the annual interest on said $8.746., discounted; all of said notes bear interest at 10 per cent per annum after maturity until paid: Now, this indenture, witnesseth: That the said J. R. Dillin, in consideration of the premises, and the aforesaid debt, and for the further security of the payment of all of said three notes, according to their tenor and effect, and in further consideration of the sum of One dollar to him in hand paid by the party of the third part, the receipt of which is hereby acknowledged, hath granted, bargained and sold, and by these presents doth grant, bargain, sell and convey unto the said Nath'l. Baxter, Jr., Clerk & Master, and unto his successors in Office, the said lot above described, fronting 125 feet on Gowdy street; and running back 186 feet & 8 inches - together with all the improvements and appurtenances thereunto belonging. To have and to hold the said lot and appurtenances, unto the said Baxter, and his successors in Office forever: Provided, always, nevertheless, and this Conveyance is made upon the express condition, that if the said Dillin, his executors, administrators or assigns, shall well and truly pay unto the said party of the third _, or to his successors in Office, all of said notes, with the interest thereon, if any shall have accrued, then these presents to be null, void and of no effect; But if default be made in the payment of said notes, or any part thereof, the party of the third part, and his successors in Office, are hereby fully authorized and empowered to sell the hereby granted premises, at public auction, to the highest bidder, on terms of _, free from the equity of redemption, which is hereby expressly waived, and to convey the said premises to the purchaser, in fee simple - And out of the moneys arising from said sale, to pay all costs and charges of said sale, then the debt due by said Dillin, and the surplus, if any, to be paid to said Dillin: It is further agreed by and between the parties to these presents, that the said J. R. Dillin shall and will keep, or cause to be kept, the buildings already erected, or such as may hereafter be erected, on said lot fully insured against loss or damage by fire, and that he shall and will assign the policy and certificate thereof to the party of the third part, or his successors in Office, in case of a loss or damage by fire - and if the said Dillin shall fail or refuse to keep said premises insured,

it shall be lawful for the said Baxter, or his successors in Office, to effect such insurance, and the premium or premiums paid for the same shall be a lien upon said property, and shall be added to the amount of the aforesaid notes, and secured by these presents; but it is further agreed that the money derived from any policy of insurance on said premises, shall be devoted to rebuilding the improvements that may have been destroyed, unless said Dillin shall elect that the same shall be credited upon his notes, and also unless said notes are due, in either of which events the proceeds of the said policy or policies shall be immediately applied to the satisfaction of said notes. And the said Frances F. Dillin, wife of the said J. R. Dillin, in consideration of the premises, and of the sum of one dollar to her in hand paid, the receipt of which is here acknowledged, doth by these presents remise, release and quitclaim unto the said Nath'l. Baxter, Jr. Clerk & Master, and his successors in Office, all right, title, claim or possibility of dower or homestead in, to or out of the aforesaid granted premises. It is expressly understood and agreed by all the parties hereto, that it is not intended by this instrument to release the original vendor's lien, which is to exist and continue in full force, for the security of the last notes, in as full a manner as though this instrument had not been executed, nor any new notes made. And the said J. R. Dillin, in consideration of the premises, doth hereby release, remise and quitclaim unto the said Nath'l. Baxter, Jr. Clerk & Master, and his successors in Office, all right, title or claim which he, the said Dillin, hath or may have to homestead in the aforesaid premises. It is further contracted and agreed by the parties to this instrument, that should the said Dillin desire to sell said property before the maturity of the notes, that he may do so, provided he liquidates the debt against said property, and the basis of settlement shall be that he, the said Dillin, shall pay the principal and the actual interest which shall have accumulated at the date of settlement, that is to say; the said Dillin is to receive a credit for the interest from the date of settlement to the end of the current interest year. In witness whereof, we have hereto set our hands, the year and date aforesaid.

Jos. R. Dillin - Frances F. Dillin.

State of Tennessee, Davidson County

Personally appeared before me, James T. Bell, Clerk of the County Court of said County, the within named Jos. R. Dillin & Frances F. Dillin, the bargainors, with whom I am personally acquainted, and acknowledged that they executed the annexed instrument for the purposes therein expressed. And Frances F. Dillin, wife of the said Jos. R. Dillin, having personally appeared before me, privately and apart from her husband, the said Jos. R. Dillin, 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 18 day of Dec. 1877. (Read June 11th 1878, at 11: A. M.)

James T. Bell, Clerk.

Rhoda A. Bratton To Deed Mrs. H. Holt

8 7/100 acres in 23d District

Registered June 17th 1878.

For the consideration of $120.65 to me in hand paid, the receipt of which is hereby acknowledged, I, Rhoda A. Bratton, have this day sold to William H. Holt a certain tract of land situated in the 23d District of Davidson County, State of Tennessee, bounded as follows: Beginning at a stake on the Ridge, and a poplar corner, being my S. E. and the said Holt's S. W. corner, in a division of the Williams (Ridge) land, of record in book 39, page 255, R. O. D. C.; and run thence N. 35 poles to a stake and dogwood pointers, on the Ridge; thence N. 3¼° W. 36 poles to a stake in a cove, beech, hickory & oak pointers; thence S. 88½ E. 36½ poles to a hickory stump, said Holt's N. W. corner of his 17½ acre (Williams) tract; thence S. 36 poles to the beginning - Containing 8 acres and 7 poles. To have and to hold, to the said William H. Holt, his heirs and assigns forever. I covenant with the said Holt that I am lawfully seized and possessed of said land, have a good right to convey it, and that the same is unencumbered. I further covenant to warrant and defend the title to the said land, to the said William Holt, against the lawful claims of all persons whatever. Witness