The lien retained to secure the payment of the purchase money notes mentioned in the deed of trust to John Overton

Street: thence at right angles east along the Northern line of Lehman Street, One hundred and Seventy feet more or less to the beginning: being the ground upon which the Maxwell House is situated, and the vacant lot on the North of said house. The consideration paid and to be paid for said realty together with all of the Machinery furniture, and outfit pertaining to and being in said Maxwell House is as follows: Fifty Nine Thousand, Five Hundred and Thirty Eight Three Hundredths Dollars in cash, the receipt of which is hereby acknowledged; Twenty Five Thousand Dollars of paid up stock in said Company and the following described non-negotiable notes executed by the said Maxwell House Company, jointly with the parties, as hereinafter set out, all being dated July 28th 1879. One Note for Eight Hundred and Forty Nine 39/100 Dollars, payable Feby. 1st 1880. One Note for Six Thousand One Hundred Eighty Two 66/100 Dollars payable August 1st 1880. One note for Six Hundred Sixty Two 66/100 Dollars, payable February 1st 1881. One Note for Six Thousand Five Hundred Twenty Nine 32/100 Dollars, payable Aug. 1st 1881. One Note for Seven Hundred and Fifty Seven 33 Dollars payable Feby 1st 1882. One Note for Two Hundred Thirty Three 33/100 Dollars, payable, February 1st 1881. One Note for Six Thousand Eight Hundred and Ninety Nine 99/100 Dollars payable August 1st 1883. All of the above notes are signed jointly with R.A. Gardner. Also. One note for Five Hundred and Thirty 83/100 Dollars, payable Feby 1st 1880. One Note for Three Thousand Eight Hundred and Sixty Four 16/100 Dollars, payable Aug. 1st 1880. One note for Four Hundred Fourteen 16/100 Dollars payable Feby. 1st 1881. One note for Four Thousand and Eighty 83/100 Dollars payable August 1st 1881. One note for Two Hundred and Eighty Five 83/100 Dollars, payable, February 1st 1882. One Note for Four Thousand Two Hundred and Eighty Five 83/100 Dollars, payable August 1st 1882. One Note for One Hundred and Forty Five 83/100 Dollars, payable Feby 1st 1883. One Note for Four Thousand Three Hundred and Twelve 83/100 Dollars. The last described set of notes assigned jointly with James Todd. Also, another set of the same number, amounts and dates of maturity as the set last described. These are signed jointly with J.M. Dickinson. Also: One note for Six Hundred and Thirty Seven Dollars: payable Feby 1st 1880. One Note for Four Thousand Six Hundred Thirty Seven Dollars, payable Aug. 1st 1880. One Note for Four Hundred Thirty Seven Dollars, payable Feby 1st 1881. One Note for Four Thousand Eight Hundred and Ninety Seven Dollars, payable Aug 1st 1881. One note for Three Hundred Forty Three Dollars, payable Feby 1st 1882. One Note for Five Thousand One Hundred and Forty Three Dollars payable August 1st 1882. One Note for One Hundred Seventy Five Dollars; payable Feby 1st 1883. One note for Five Thousand One hundred and Seventy Five Dollars payable Aug 1st 1883. The last described set of notes are signed jointly with A.L. Robinson. Also, a set of notes of the same number amounts, and dates of maturity, as the set last described. This set is signed jointly with J.H. Eakin. A lien is hereby retained upon the property herein conveyed until the above described purchase money notes are paid in full. The said Maxwell House Company, is to keep the Maxwell House insured at their expense in accordance with the terms of the deed of trust to John M. Dickinson, Trustee referred to the property herein conveyed is unencumbered with a Mortgage made July 20th 1871, to Samuel Seay Master, recorded in Book 45, p. 256, in the Registers Office, of Davidson County, to secure certain bonds therein described. Of said bonds Ninety One will mature after August 1st 1879. These Ninety One bonds amounting to Ninety One Thousand Dollars. I am to pay, together with the interest on same as they mature, out of the issues as they accrue and of the purchase money, agreed to be paid as above set out, the said notes being made to fall due as the respective installments of interest and bonds mature. To have and to hold the above described lands with all of the improvements thereon, with the furniture Machinery and appurtenances and all property used connected with and belonging to the Maxwell House, to the said Maxwell House Company forever, subject to the aforesaid lien. I covenant with said Company that I am lawfully seized and possessed of the said property, that I have a good right to convey the same, and that the same is unencumbered, with the exceptions of the Mortgage aforesaid. I warrant the title to the said property to the said Company and bind myself my heirs and executor to defend the same against the lawful claims of all persons. Witness my hand at Nashville, this 28th day of July 1879.

John Overton.

State of Tennessee, Davidson County. Personally appeared before me L.H. Eastman, Deputy Clerk of the County Court of said County the within named John Overton the bargainer, with whom I am personally acquainted, and who acknowledged that he executed the annexed instrument for the purpose therein contained. Witness my hand at Office, this 1st day of Aug. 1879. (Rec'd Aug. 1st 1879 at 2:39 P.M.)

L.H. Eastman, Deputy Clerk.

A. U.S. Lindsley Jr. to Deed Warren Bros.

Lot #227 in Williams Addition Edgefield

Registered August 4th 1879

For and in consideration of the sum of Three Hundred Dollars to me cash in hand paid, receipt whereof is hereby acknowledged, have this day bargained, sold, aliened and conveyed, and do hereby bargain sell alien and convey unto Jesse Warren Jr. and Joseph M. Warren trading and doing business under the firm name and style of Warren Bros. a tract or portion of land in Davidson County Tenn. as follows being Lot No. 227. Two hundred and Twenty seven) in Williams Addition to Edgefield, fronting 50 feet on Williams Street, and running back to an Alley One Hundred and Seventy feet more or less, being same conveyed to me by John D. Phelan and wife in early part of year 1879. and registered in R.O.D.C. hereby distinctly conveyed only such title as was invested in me by said deed. I warrant that no encumbrances of any nature have been placed upon said lot by me, but warrant no further given under my hand at Nashville, this Aug. 1st 1879.

A.U.S. Lindsley Jr.