36497

B. Rich.

to Agreement

Geo. W. Blair

Recorded July 13. 1911.

This agreement made and entered into this 3rd day of July 1911 by and between B. Rich and Geo. W. Blair and his wife M. M. Blair Witnesseth: Whereas the said B. Rich and M. M. Blair have purchased from John W. Overall his one-fifth interest in what is known as the Baker syndicate Tract; the title to which was taken in the name of said Rich and a deed to which one-fifth interest has been executed by said John W. Overall and wife to said Rich; and whereas the consideration of the purchase of said interest is the sum of about $20.000.00 of which said Rich has paid in cash, the sum of $3266.66, and said M. M. Blair has Paid in cash the sum of $266.67 and for the balance said Rich has executed his three notes the first in the sum of $666.67 due January 1. 1912. the second in the sum of $3.500.00 due Novr. 30. 1912. The third in the sum of $3.500.00, due July 1. 1913 and in addition thereto has assumed the payment of said Overalls portion of the indebtedness due for the purchase of said property: Now therefore, in consideration of the premises and the mutual agreement of the parties the said Rich agrees to hold, and holds, the title to said one-fifth interest for the joint benefit of himself and said M. M. Blair, and agrees to charge no interest whatever for the Cash Payment by him of $3266.66 hereinbefore mentioned said Rich also agrees to stand for one additional Year the Option heretofore executed by him in favor of said Blair, on his (said Rich's) 1/40 interest in said property. Said George W. Blair and M. M. Blair agree either to Pay or to have extended all the future payments which said Rich has obligated himself to make in the payment of said one-fifth interest so purchased from said John W. Overall including said three notes, executed by said Rich to said Overall and all other payments required to be made or assessments levied on account of said property and said Rich agrees to pay half of the interest upon all obligations which this agreement requires the said George W. Blair and M. M Blair either to pay or to have extended or to otherwise care and provide for. To secure to said Rich the payment of one-half of his said Cash Payment of Three Thousand Dollars and also one half of any sum he may be compelled to pay by reason of the failure of said George W. Blair, and M. M. Blair to pay or have extended or care for all future payments upon said property, the said George W. and M. M. Blair hereby give to said Rich a lien or mortgage upon the 2/40 interest in said Tract which M. M. Blair now owns and upon such interest as they hold in the 1/40 interest in said Tract upon which they or either of them holds an option, also upon the interest of said M. M. Blair in the one fifth interest this

day purchased from John W. Overall in the name of said B. Rich, said Rich further agrees to pay to said M. M. Blair one half of all sums she may pay upon said property in accordance with the terms of this agreement. in case of the sum of Three Thousand Dollars ($3000.00) Paid by him including interest as soon as she shall have Paid the aforesaid three notes executed by said Rich and all other obligations which said Overall, owes upon his said one-fifth interest in said property and any other payments required to be made. and to secure the said M. M. Blair, the payment of said one half of all sums paid by her in case of $3000.00 as hereinbefore set forth the said M. M. Blair holds a lien or mortgage upon said one half interest in said Rich in said one-fifth interest purchased by him from said Overall.

Geo. W. Blair
M. M. Blair
B. Rich.

State of Tennessee
County of Davidson } Before me a Notary Public in and for said County personally appeared the within named B. Rich, George W. Blair and wife M. M. Blair, the bargainors, with whom I am personally acquainted, and who acknowledged that they executed the foregoing instrument for the uses and purposes therein expressed. and said M. M. Blair, wife of the said George W. Blair, having appeared before me privately and apart from her said husband acknowledged that she executed the within instrument freely voluntarily and understandingly without compulsion or constraint on the part of her said husband and for the uses and purposes therein expressed. Witness my hand and Seal this 3rd day of July 1911

Seal. H. G. Sowerman
Notary Public.

Received July 5. at 2 31 P. M. 1911

No. 36525.

J. B. Hill.
quit claim Deed.
To
Ben. Hill.

Recorded July 17. 1911

For and in consideration of the sum of Thirteen hundred and fifty ($1350.00) Dollars. Cash in hand Paid, the receipt, of which is hereby acknowledged I. G. B. Hill, have this day. bargained, sold. released and quit-claimed unto Ben. E. Hill his heirs & assigns, a one half undivided interest in a tract of land lying in Davidson County. Tennessee. and described as follows: The same being situated in the fifth civil District of Davidson County. Tennessee. and Containing forty acres and one hundred and fifty poles, more or less, beginning at Pointer, Northwest corner, running North 87 degrees West 98 Poles and 14 links to an Elm Stake, South 4½ degrees West 25 poles to a Stake, North 85 degrees West four Poles and