No. 70933 T. P. Owen to/Chat. J. Hirshberg, Tr.

This Instrument Witnesseth: That for and in consideration One Dollar to me paid I have this day bargained, sold, and conveyed to J. Hirshberg, Trustee the following described personal property, to-wit:

One Richmond Upright Piano, The above personal propesty is situated at my residence 471 Radnor St. Nashville, Tenn. I covenant that I am lawful owner of said property that the same is fully paid for, and there are no liens, mortgages, encumbrances, reservations of title in favor of anyone whomsoever.

To Have and to Hold the same for the following uses, purposes, and trusts, and none other, that is to say: That whereas I am indebted to the said M. Wiener in the sum of Forty Dollars as evidenced by one certain note, bearing date as follows:

One dated October 6th, 1915 for the sum of Forty Dollars ($40.00) and due, with interest on the 6th day of January, 1916.

Now, if I shall pay said note, with interest, at maturity, then this sale and conveyance shall be void: but if I shall fail to pay said note, with interest at maturity, or either of any one of them, then the others shall immediately become due, and the said J. Hirshberg, Trustee is authorized and empowered, after giving ten days' notice of the time and place of such sale, to sell said property, or so much thereof as may be necessary to pay said indebtedness, or so much as remains unpaid. The proceeds of the sale of said property will be applied by said J. Hirshberg, Trustee, first, to the payment of the expense incident to this sale; second, to the payment of said indebtedness, or so much as remains unpaid; third, the remainder, if any, to be paid over to T. P. Owen

If any sale of said property, or any part thereof, is made under this mortgage, it shall be for cash.

Said property is now in the possession of T. P. Owen and it is agreed by the maker of this mortgage and the beneficiaries under it that the possession of said property shall continue where it now is until such time as a sale under this mortgage becomes necessary to be made, and the said T. P. Owen agrees to surrender the possession of said property whenever a sale becomes necessary by the terms of this mortgage, without delay or any hindrance whatever and without process of law.

This 6th day of Oct. 1915. T. P. Owen

Witness:

STATE OF TENNESSEE, DAVIDSON COUNTY, } Personally appeared before me, E. P. Harrison, a Notary Public, in and for said County and State, the within named T. P. Owen the bargainor, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

And ..... having appeared before me, privately and apart from husband, the said ..... acknowledged the execution of the said instrument to have been done by ..... freely, voluntarily and understandingly, without compulsion or constraint from said husband, and for the purposes therein expressed.

Witness my hand and official seal, at Nashville Tennessee, this 6th day of October, 1915.

(Seal) E. P. Harrison Notary Public.

My Commission Expires July 7, 1918.

Received Oct. 7, 1915 at 12 :40 P. M.

Recorded Oct. 7, 1915

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The entire debt secured herein having been paid in full to the lawful owner and holder thereof, I hereby release the lien on the within described property, held to secure the payment of said debt. This 6th day of Oct. 1915

Witness: M. Wiener

No. 70936 A. Watkins et ux to/Chat. John McGraw

This Instrument Witnesseth: That for and in consideration One ($1.00) Dollar and the purposes hereinafter expressed, we, Albert Watkins and his wife, Mazetta Watkins have this day bargained, sold, and conveyed to John McGraw the following described personal property, to-wit:

One small National Cash Register (Number taken off), One large National Cash Register, No. 804510-W-, One Iron safe, One twenty feet mahogany back bar, One twenty feet marble front bar, One 5-Cigar case, One six feet liquor case, One eight feet liquor case, One Wurlitzer Piano Player Machine, One oak finish pool table, all located at store building 404 Cedar Street, Four Oak finished pool tables, made by Brunswick Balke Callender Company, located at 406 Cedar Street.

To Have and to Hold the same for the following uses, purposes, and trusts, and none other, that is to say: That whereas, we are indebted to the said John McGraw in the sum of Eight Hundred ($800.00) Dollars as evidenced by one certain note, bearing date as follows:

One dated Sept. 4, 1915 for the sum of Eight Hundred ($800.00) Dollars, with interest at the rate of six per cent per annum, payable, quarterly, and which note falls due on the 4th day af September, 1916.

Now, if we shall pay said note, with interest, at maturity, then this sale and conveyance shall be void: but if we shall fail to pay said note, with interest, at maturity, or either of any one of them, then the others shall immediately become due, and the said John McGraw is authorized and empowered, after giving thirty days' notice of the time and place of such sale, to sell said property, or so much thereof as may be necessary to pay said indebtedness, or so much as remains unpaid. The proceeds of the sale of said property will be applied by said John McGraw, first, to the payment of the expense incident to this sale; second, to the payment of said indebtedness, or so much as remains unpaid; third, the remainder, if any, to be paid over to Albert Watkins.

If any sale of said property, or any part thereof, is made under this mortgage, it shall be for cash.

Said property is now in the possession of Albert Watkins, at 404 and 406 Cedar Street, Nashville, Tennessee. and it is agreed by the maker of this mortgage and the beneficiaries under it that the possession of said property shall continue where it now is until such time as a sale under this mortgage becomes necessary to be made, and the said Albert Watkins agrees to surrender the possession of said property whenever a sale becomes necessary by the terms of this mortgage, without delay or any hindrance whatever and without process of law.

This 4th day of September, 1915. Albert Watkins

Witness: Mrs. Mazetta Watkins

STATE OF TENNESSEE, DAVIDSON COUNTY, } Personally appeared before me, ... a Notary Public, in and for said County and State, the within named Albert Watkins and wife, Mazetta Watkins the bargainors, with whom I am personally acquainted, and who acknowledged that they executed the within instrument for the purposes therein contained.

And Mazetta Watkins, wife of the said Albert Watkins having appeared before me, privately and apart from her husband, the said Mazetta Watkins 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 and official seal, at Nashville Tennessee, this 6th day of September, 1915.

(Seal) Ben Feldman Notary Public.

Received Oct. 7, 1915 at 1 :25 P. M.

Recorded Oct. 7, 1915

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