No. 76484

B. R. Kennedy et ux)
to)
Mrs. Ella McKee)

For and in Consideration of the sum of Forty-Seven Hundred and Fifty and 00/100 ($4750.00) Dollars paid and to be paid by Mrs. Ella McKee, wife of E. P. McKee, as follows:- $1500.00 paid in cash, the receipt of which is hereby acknowledged, and for $2,000.00 of the balance, the said Mrs. Ella McKee assumes and agrees to pay off a principal note for said amount, also six interest notes for $60.00 each, dated Sept. 1st, 1916; said principal note being made payable at 3 years from date, and said interest notes being made payable semi-annually, from date, and all secured by Deed of Trust on the property hereinafter described, executed by B. R. Kennedy, and wife, to J. C. Cartwright, Trustee, not yet of record: And for the remainder, $1250.00, the said Mrs. Ella McKee, joined by her husband, E. P. McKee, have executed their 4 notes for $30.00 each, and one for $20.00 of even date herewith, payable monthly, to the order of B. R. Kennedy with interest from date hereof. To secure and make certain the payment of said notes and interest, a lien is hereby expressly retained on the property hereinafter conveyed. We, B. R. Kennedy, and wife, Kittie R. Kennedy, have bargained and sold, and by these presents do transfer and convey unto the said Mrs. Ella McKee, her heirs and assigns, a certain tract or parcel of land in Davidson County, State of Tennessee, as follows: Being the easterly 52 feet of Lot No. 1, on the Plan of H. M. Doak's Subdivision of land, in the old 18th Civil District of Davidson County, Tennessee, as of record in Book No. 332, page 22, of the Register's Office of Davidson County, Tenn. Said easterly part of Lot No. 1 fronts 52 feet on the northerly side of Greenwood Avenue, and runs back between parallel lines with the west line of Lot No. 2, on said Plan, 200 feet, to an alley, the west line of said 52 feet of ground being 168 feet East from the East margin of 14th Street.

TO HAVE AND TO HOLD the said tract or parcel of land, with the appurtenances, estate, title, and interest thereto belonging, to the said Mrs. Ella McKee, her heirs and assigns forever. And we do covenant with the said Mrs. Ella McKee that we are lawfully seized and possessed of said land in fee simple; have a good right to convey it, and the same is unencumbered, except as above set out. And we do further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to said land to said Mrs. Ella McKee, her heirs and assigns, against the lawful claims of all persons whomsoever.

Witness our hand S., this 5th day of Sept. 1916.

Witness
U. S. Rev. S. $1.50

B. R. Kennedy
Kittie R. Kennedy

State of Tennessee, Davidson County.

Personally appeared before me, E. B. Ruoker a Notary Public in and for said County and State, the within named B. R. Kennedy and wife, Kittie R. Kennedy the bargainors, with whom I am personally acquainted, and who acknowledged that they executed the within instrument for the purposes therein contained.

And Kittie R. Kennedy, wife of the said B. R. Kennedy, having appeared before me, privately and apart from her husband, the said Kittie R. Kennedy 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 5th day of Sept. 1916.

(Seal) E. B. Ruoker Notary Public.

Received Sept. 8, 1916 at 1 :31 P. M.

Recorded Sept. 21, 1916