TRUSTEE AT ANY TIME WHEN ACTION UNDER THE FOREGOING POWERS AND TRUSTS MAY BE REQUIRED, THE LAWFUL OWNER AND HOLDER OF SAID LIEN NOTES, OR IN CASE THERE BE SEVERAL OWNERS THEREOF, THEN OF THE FIRST MATURING UNPAID LIEN NOTE, IS FULLY AUTHORIZED AND EMPOWERED TO APPOINT A SUCCESSOR TO EXECUTE THIS TRUST, AND THE TITLE HEREIN VESTED IN GEORGE T. FINEGAN, TRUSTEE, SHALL BE VESTED IN SAID SUCCESSOR. IN CASE OF SALE AS ABOVE AUTHORIZED THE NECESSITY OF THE TRUSTEE GIVING BOND AND MAKING OATH, AS REQUIRED BY STATUTES, IS HEREBY EXPRESSLY WAIVED. WITNESS OUR HANDS THIS 6 THE 5TH DAY OF DECEMBER, 1918.

FLORENCE N. BINKLEY, W. T. BRIGHT,
EDNA BINKLEY, U.S.REV.STMP $2.00 LORUE BRIGHT.

STATE OF TENNESSEE, DAVIDSON COUNTY,

PERSONALLY APPEARED BEFORE ME, H. J. LOVELACE, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, THE WITHIN NAMED W. T. BRIGHT AND WIFE, LORUE BRIGHT AND FLORENCE N. BINKLEY AND WIFE EDNA BINKLEY THE BARGAINORS, WITH WHOM I AM PERSONALLY ACQUAINTED, AND WHO ACKNOWLEDGED THAT THEY EXECUTED THE WITHIN DEED INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED. AND LORUE BRIGHT AND EDNA BINKLEY, WIVES OF THE SAID W. T. BRIGHT AND FLORENCE N. BINKLEY, HAVING PERSONALLY APPEARED BEFORE ME, PRIVATELY AND APART FROM THEIR HUSBANDS, THE SAID LORUE BRIGHT AND EDNA BINKLEY, ACKNOWLEDGED THE EXECUTION OF SAID DEED TO HAVE BEEN DONE BY THEM FREELY, VOLUNTARILY AND UNDERSTANDINGLY, WITHOUT COMPULSION OR CONSTRAINT FROM THEIR SAID HUSBANDS AND FOR THE PURPOSES THEREIN EXPRESSED. WITNESS MY HAND AND OFFICIAL SEAL, AT NASHVILLE, TENNESSEE, THIS 11TH DAY OF DECEMBER, A. D. 1918. RECD. DEC. 23RD A.D. 1918 1-20 P.M.

(SEAL) H. J. LOVELACE, NOTARY PUBLIC

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NO. 2336 REGISTERED DECEMBER 27, 1918.

GEO. I. WADDEY, ET. UX.,

TO DEED,

FRANK BOND, DREW ANDERSON & J.J.KITTRELL, TRUSTEE.

FOR AND IN CONSIDERATION OF THE SUM OF ($100.00) ONE HUNDRED DOLLARS, PAID AND TO BE PAID BY FRANK BOND, DREW ANDERSON AND J. J. KITTRELL, TRUSTEES, AS FOLLOWS. FIFTY DOLLARS ($50.00) CASH IN HAND PAID, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, AND FOR THE REMAINDER THE SAID FRANK BOND, DREW ANDERSON AND J. J. KITTRELL, TRUSTEES, HAVE THIS DAY EXECUTED THEIR TEN JOINT PROMISSORY NOTES, PAYABLE TO THE ORDER OF GEO. I. WADDEY, EACH IN THE SUM OF FIVE DOLLARS ($5.) AND BEARING 6% INTEREST FROM DATE. THE FIRST ONE OF SAID NOTES FALLS DUE JANUARY 21ST, 1919, AND THE OTHERS ON THE 21ST OF EACH MONTH RESPECTIVELY THEREAFTER UNTIL ALL ARE PAID. TO SECURE THE PAYMENT OF WHICH NOTES AND INTEREST A LIEN IS HEREBY EXPRESSLY RETAINED ON THE PROPERTY HEREIN CONVEYED. IN CASE ANY ONE OF SAID NOTES REMAINS UNPAID FOR THREE MONTHS AFTER ITS MATURITY, ALL OF THE NOTES THEN UNPAID SHALL IMMEDIATELY BECOME DUE AND PAYABLE, AND SAID GEO. I. WADDEY OR THE LAWFUL HOLDER OF SAID NOTES REMAINING UNPAID, IS HEREBY AUTHORIZED AND EMPOWERED TO SELL SAID PROPERTY, AT PUBLIC AUCTION, AT THE SOUTH DOOR OF THE COURTHOUSE IN NASHVILLE, TENNESSEE, OR ON THE PREMISES, AT HIS OR HER ELECTION, TO THE HIGHEST BIDDER FOR CASH, OR PARTLY FOR CASH AND PARTLY ON TIME, OR WHOLLY ON TIME, AS HE OR SHE MAY ELECT, FREE FROM THE RIGHT OF PURCHASE OR EQUITY OF REDEMPTION AND FREE FROM HOMESTEAD AND DOWER, AND SAID SALE SHALL BE ADVERTISED IN SOME NEWSPAPER PUBLISHED IN THE CITY OF NASHVILLE ONCE A WEEK FOR AT LEAST FOUR WEEKS; AND WHENEVER A SALE OF THE PREMISES IS MADE HEREUNDER, SAID GEO. I. WADDEY, OR THE LAWFUL HOLDER OF SAID NOTES, SHALL HAVE THE RIGHT TO EXECUTE A DEED CONVEYING THE PROPERTY TO THE PURCHASER, AND THE PROCEEDS OF SAID SALE SHALL BE APPLIED TO THE PAYMENT OF ALL TAXES AND PUBLIC CHARGES THAT MAY BE A LIEN ON SAID PROPERTY, AND ALL TAXES OR PUBLIC CHARGES THAT MAY HAVE BEEN ADVANCED OR PAID BY SAID GEO. I. WADDEY, OR THE HOLDER OF SAID NOTES; TO THE PAYMENT

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 ... day of ... 192...

Witness my hand ... Dep. Reg.

Geo. I. Waddey

OF ALL EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES, INCIDENT TO SELLING SAID PROPERTY AND THE ENFORCEMENT OF SAID LIEN AND INCURRED IN ANY LITIGATION THAT MAY ARISE OF OR CONCERNING THE PROTECTION OF THE ENFORCEMENT OF THE RIGHTS AND INTERESTS OF SAID GEO. I. WADDEY, OR THE HOLDER OF SAID NOTES; TO THE PAYMENT AND SATISFACTION OF SAID NOTES AND INTEREST; AND THE BALANCE, IF ANY, IS TO BE PAID TO SAID CONVEYEE, HIS OR HER REPRESENTATIVE OR ASSIGNS. IT IS UNDERSTOOD AND IS HEREBY EXPRESSLY DECLARED, THAT THE RIGHT OF SALE HEREINBEFORE GRANTED IS INTENDED AS A CUMULATIVE REMEDY ADDITIONAL TO THE REMEDIES NOW OR THAT MAY BE HEREAFTER ALLOWED BY LAW, AND THAT THE SAME SHALL NOT BE DEEMED IN ANY MANNER WHATSOEVER TO DEPRIVE SAID GEO. I. WADDEY OR THE HOLDER OF SAID NOTES, OF ANY LEGAL OR EQUITABLE REMEDY BY JUDICIAL PROCEEDINGS, CONSISTENT WITH THE PROVISIONS OF THESE RRESENTS, ACCORDING TO THE TRUE INTENT AND MEANING THEREOF; AND WHENEVER AND IN CASE LEGAL PROCEEDINGS SHALL BE INSTITUTED FOR THE ENFORCEMENT OF THE LIEN HEREIN RESERVED AND DECLARED, AND FOR THE PROTECTION OF THE RIGHTS OF SAID GEO. I. WADDEY, OR THE HOLDER OF SAID NOTES, AND THE SALE OF SAID PREMISES, REASONABLE COUNSEL FEES SHALL BE PAID AND SHALL BE ADDED TO THE DEBT HEREIN AND HEREBY SECURED. WE, GEO. I. WADDEY AND WIFE BETTIE E. WADDEY, HAVE THIS DAY BARGAINED AND SOLD AND BY THESE PRESENTS DO TRANSFER AND CONVEY UNTO THE SAID FRANK BOND, DREW ANDERSON AND J. J. KITTRELL, TRUSTEES, THEIR SUCCESSORS IN TRUST, HEIRS AND ASSIGNS, A CERTAIN TRACT OR PARCEL OF LAND IN DAVIDSON COUNTY, STATE OF TENNESSEE, AS FOLLOWS: BEING LOT NO. 33 IN GEO. I. WADDEY'S SUBDIVISION OF BLOCK NOS. 16 AND 26 OF MIDWAY, A PLAN OF WHICH SUBDIVISION IS OF RECORD IN BOOK NO. 421, PAGE 55, OF THE REGISTER'S OFFICE FOR SAID COUNTY. SAID LOT NO. 33 FRONTS 50 FEET ON THE WEST SIDE OF GARNET STREET, NOW 30TH AVENUE NORTH, AND RUNS BACK, BETWEEN PARALLEL LINES, 150 FEET TO AN ALLEY. AND BEING THE SAME PROPERTY CONVEYED TO GEO. I. WADDEY, AS OF RECORD IN BOOK NO. 427, PAGE 21, OF THE REGISTER'S OFFICE FOR SAID COUNTY. TO HAVE AND TO HOLD THE SAID TRACT OR PARCEL OF LAND, WITH THE APPURTENANCES, ESTATE, TITLE, AND INTEREST, THERETO BELONGING TO THE SAID FRANK BOND, DREW ANDERSON AND J. J. KITTRELL, TRUSTEES FOR NOAH'S ARK CHURCH, WITH FULL POWER TO MANAGE, LEASE, MORTGAGE OR SELL, TRANSFER AND CONVEY THE SAME, OR ANY PART OR PARTS HEREOF, AT PUBLIC OR PRIVATE SALE, TO MAKE CONVEYANCES THEREOF, BY DEED OR OTHERWISE, AND RECEIVE THE PROCEEDS THEREOF, AND TO THEIR SUCCESSORS IN TRUST, HEIRS AND ASSIGNS, FOREVER. AND WE DO COVENANT WITH THE SAID FRANK BOND, DREW ANDERSON, AND J. J. KITTRELL, TRUSTEE, THAT WE ARE LAWFULLY SEIZED AND POSSESSED OF SAID LAND IN FEE SIMPLE, HAVE A GOOD RIGHT TO CONVEY IT, AND THE SAME IS UNINCUMBERED. AND WE, GEO. I. WADDEY AND BETTIE E. WADDEY, DO FURTHER COVENANT AND BIND OURSELVES, OUR HEIRS AND REPRESENTATIVES, TO WARRANT AND FOREVER DEFEND THE TITLE TO SAID LAND TO THE SAID FRANK BOND, DREW ANDERSON AND J. J. KITTRELL, TRUSTEES, THEIR SUCCESSORS IN TRUST, HEIRS AND ASSIGNS, AGAINST THE LAWFUL CLAIMS OF ALL PERSONS WHOMSOEVER. WITNESS OUR HANDS THIS 21ST DAY OF DECEMBER, 1918.

GEO. I. WADDEY,
BETTIE E. WADDEY.

STATE OF TENNESSEE, DAVIDSON COUNTY.

PERSONALLY APPEARED BEFORE ME, WM. W. SCOVEL, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, THE WITHIN NAMED GEO. I. WADDEY AND BETTIE E. WADDEY, THE BARGAINORS, WITH WHOM I AM PERSONALLY ACQUAINTED, AND WHO ACKNOWLEDGED THAT THEY EXECUTED THE ANNEXED INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED. AND BETTIE E. WADDEY, WIFE OF THE SAID GEO. I. WADDEY, HAVING PERSONALLY APPEARED BEFORE ME, PRIVATELY AND APART FROM HER HUSBAND, THE SAID BETTIE E. WADDEY, 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 21ST DAY OF DECEMBER, 1918. (SEAL) WM. W. SCOVEL, NOTARY PUBLIC.

RECEIVED 2380 CSV. OF DEC. A. D. 1918 AT 9-15 A. M.
(no stamp)