V

For and in Consideration *of the sum of* FIVE HUNDRED SIXTY AND NO/100,,DOLLARS,-($565.00),OF WHICH THE SUM OF ONE HUNDRED AND NO/100,DOLLARS,($100.00),HAS BEEN PAID IN CASH BY IVO DEMOSS AND WIFE,,MARY DEMOSS,THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED,AND FOR THE RESIDUE OF ($465.00),THE SAID IVO DEMOSS AND WIFE,MARY DEMOSS,HAVE EXECUTED AND DELIVERED TO W O.GRAY,,THEIR THIRTY-ONE JOINT PROMISSORY NOTES,OF EVEN DATE HEREWITH,EACH FOR FIFTEEN AND NO/100, DOLLARS,,($15.00),PAYABLE TO THE ORDER OF SAID W.O.GRAY,FROM ONE TO 31 MONTHS, RESPECTIVELY,CONSECUTIVELY,AFTER DATE,WITH SIX PER CENT INTEREST FROM DATE.AND TO SECURE, THE PAYMENT OF SAID NOTES ,PRINCIPAL AND INTEREST,A LIEN IS EXPRESSLY RETAINED ON THE REAL ESTATE HEREIN CONVEYED,.WE,W.O.GRAY AND WIFE,ELLEN NELSON GRAY,HAVE BARGAINED AND SOLD,AND DO HEREBY TRANSFER AND CONVEY UNTO THE SAID IVO DEMOSS AND WIFE,MARY DEMOSS,THEIR HEIRS AND ASSIGNS,CERTAIN REAL ESTATE IN DAVIDSON COUNTY,STATE OF TENNESSEE,AS FOLLOWS;BEING LOTS NOS,9,AND 10 IN W.T.GAITHERS SUB-DIVISION OF THE EASTERLY HALF OF BLOCK,31 ON THE PLAN OF MIDWAY ,AS OF RECORD IN BOOK,547,PAGE,87,R.O.D.C.TENN.SAID LOTS NOS.9 AND 10,FRONT TOGETHER 100 FEET ON THE WESTERLY SIDE OF 32ND,AVE,NORTH,FORMERLY INDIA AVE,AND RUN BACK BETWEEN PARALLEL LINES,WITH THE NORTHERLY MARGIN OF CLARE STREET,150 FEET TO AN ALLEY. AND BEING A PART OF THE SAME PROPERTY CONVEYED TO W.O.GRAY,BY WARREN B.SLOAN,AND WIFE,EMMA D.SLOAN,BY DEED DATED MARCH,1ST,1927,AND RECORDED IN BOOK,731,PAGE,726,R.O.D.C.TENN.,SAID PURCHASERS ASSUME THE TAXES FOR THE PROPERTY HEREIN CONVEYED FOR THE YEAR 1928.NOTE:THE ABOVE MENTIONED MONTHLY NOTES FOR $15.00,BEAR SIX,PER CENT INTEREST FROM DATE BUT THE INTEREST HAS BEEN CALCULATED AND ADDED IN THE FACE OF EACH NOTE,,THE FIRST NOTE BEING FOR $17.33 AND EACH SUCCEEDING NOTE DECREASES 7-½ CENTS,THE LAST NOTE BEING FOR $15.07...

Tax paid $ ___ for the year 1928 on the lien on this within property.
Witness my hand this 10 day of Feb 1928
Register's Office Davidson County, Tenn.
by Louise Trigg D.C.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereunto belonging and appertaining, to the said IVO DEMOSS AND WIFE,MARY DEMOSS,,,THEIR, *heirs and assigns, forever. And* WE, *do covenant with the said* IVO DEMOSS AND WIFE,MARY DEMOSS,, *that* WE ARE, *lawfully seized and possessed of said real estate in fee simple, have a good right to convey it, and that it is unincumbered. And* WE, *do further covenant and bind* OURSELVES,OUR, *heirs and representatives to warrant and forever defend the title to said real estate to the said* IVO DEMOSS AND WIFE,MARY DEMOSS,,THEIR, *heirs and assigns, against the lawful claims of all persons whomsoever.*

And now, for the purpose of better securing the payment of the lien notes hereinbefore described, and to render unnecessary court proceedings of any character to enforce their collection, and in consideration of the sum of one dollar to US, *in hand paid, the receipt of which is hereby acknowledged,* WE,,IVO DEMOSS AND WIFE,MARY DEMOSS,, *do hereby transfer and convey unto* RUFUS GANN, *as Trustee, his successors and assigns, the real estate hereinbefore described, to have and to hold for the purpose aforesaid, and no other.*

...... agree to keep the buildings on said premises insured in some reliable fire insurance company or companies for at least the sum of $ ...... until the notes herein secured are fully paid, loss, if any, to be made payable on the policy or policies to said Trustee for the benefit of the lawful owner and holder of said lien notes, as his interest may appear. ..... also agree to keep the improvements on said premises in good repair and preservation, and to pay all taxes and assessments thereon when due. In the event ..... fail to keep up the insurance or repairs or pay taxes as required, ... agree that the Trustee, or the lawful owner and holder of said notes, or any of them, may do so, and charge and treat any and all sums so expended as a part of the indebtedness herein secured, the same to bear interest from the date of such payment.

..... WE, ... agree that in the event ..... WE ..... make default for THREE, *months in the payment of any one or more of said lien notes, or if ..... WE ..... fail to repay any and all sums expended for insurance premiums, necessary repairs, or taxes within* THREE *months after the same have been paid, as hereinbefore authorized, in either case all remaining unpaid lien notes shall become at once due and payable, without demand or notice of any kind, and then, or at any time thereafter, and until the entire indebtedness herein secured is fully paid, the said Trustee, or his successor in trust, shall have the right, and is hereby fully authorized and empowered, to enter and take possession of the real estate hereinbefore described, and any and all improvements thereon erected or made, the rent accruing from same to be held for the benefit of the holder of the lien notes, and, after advertising once a week for four consecutive weeks in any newspaper published in Davidson County, Tennessee, the first notice or advertisement to appear at least thirty days before the day fixed for the sale, expose said real estate to sale at public auction, at the south door of the courthouse, in Nashville, Tennessee, to the highest bidder, for cash, free from the equity of redemption, homestead, dower, and all other exemptions of every kind, which are hereby expressly waived, and to execute and deliver a deed in fee simple to the purchaser. The lawful owner and holder of said lien notes, or any of them, is specially permitted to bid at such sale.*

In case of sale, as hereinbefore authorized, the proceeds thereof will be disposed of by the Trustee, as follows:

First. He will pay any and all costs, charges, and expenses incident to the execution of this instrument and the enforcement of the lien reserved to secure said notes, in which may be included reasonable attorney's fees which may accrue in taking legal advice in the premises, or instituting or defending any suit or suits which may arise incident to the execution or enforcement of this instrument.

Second. He will pay any and all taxes which may have accrued and be a lien on said premises.

Third. He will pay all of said lien notes then remaining unpaid, together with any and all sums expended in the protection of said property, as hereinbefore authorized.

Fourth. He will pay the residue, if any, to IVO DEMOSS AND WIFE,DAISY DEMOSS,, *or* THEIR, *heirs or representatives.*

In case of the death, absence, inability, or refusal to act of the said 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 RUFUS GANN, *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 ..... hand OUR, S, *this the* 18TH,, *day of* JANY, *, 1928.*

IVO DEMOSS..
MARY DEMOSS..
W.O.GRAY..
ELLEN NELSON GRAY..

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, W.T.GAITHER,,, *a Notary Public in and for said County and State, the within named* W.O.GRAY AND WIFE,ELLEN NELSON GRAY,, AND IVO DEMOSS AND WIFE,,MARY DEMOSS,, *the bargainor* S, *with whom I am personally acquainted, and who acknowledged that* THEY, *executed the within Deed instrument for the purposes therein contained.*

And ELLEN NELSON GRAY AND MARY DEMOSS, *, wi* VES, *of the said* W.O.GRAY AND IVO DEMOSS,, *having personally appeared before me, privately and apart from* THEIR, *husband* S, *the said* ELLEN NELSON GRAY AND MARY DEMOSS, *acknowledged the execution of said Deed to have been done by* THEM, *freely, voluntarily, and understandingly, without compulsion or constraint from* THEIR, *said husband* S, *and for the purposes therein expressed.*

Witness my hand and official seal, at Nashville, Tennessee, this 30TH,, *day of* JANY,, *, A. D. 192*8.

MY COMMISSION EXPIRES,,10/21/28..
(SEAL) W.T.GAITHER,,
Notary Public.

RECD.FEB,2,1928 AT 8:40 A.M..

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, ... , a Notary Public in and for said County and State, the within named ..... the bargainor ., with whom I am personally acquainted, and who acknowledged that ..... executed the within Deed instrument for the purposes therein contained.

And ..... , wi ..... of the said ..... having personally appeared before me, privately and apart from ..... husband , the said ..... acknowledged the execution of said Deed 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 ..... day of ..... , A. D. 19*1

Notary Public.