NUMBER 43468 RECORDED APRIL 23,1929 W.O.GRAY ET UX TO C.L.LANE ET UX

For and in Consideration *of the sum of* THREE HUNDRED AND TWENTY AND NO/100 DOLLARS ($320.00) OF WHICH THE SUM OF FIFTY AND NO/100 DOLLARS ($50.00) HAS BEEN PAID IN CASH BY C.L.LANE AND WIFE CORA M.LANE, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED AND FOR THE RESIDUE ($270.00) THE SAID C.L.LANE AND WIFE CORA M.LANE HAVE EXECUTED AND DELIVERED TO W.O. GRAY TWENTY SEVEN (27) PROMISSORY NOTES OF EVEN DATE HEREWITH EACH FOR TEN AND NO/100 DOLLARS ($10.00) PAYABLE TO THE ORDER OF SAID W.O.GRAY FROM ONE TO 27 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 C.L.LANE AND WIFE CORA M.LANE, THEIR HEIRS AND ASSIGNS CERTAIN REAL ESTATE IN DAVIDSON COUNTY STATE OF TENNESSEE, AS FOLLOWS

BEING LOT NO TWO (2) ON THE MAP OF W.T.GAITHER SUBDIVISION OF THE EASTERLY HALF OF BLOCK 31, ON THE MAP OF MIDWAY AS OF RECORD IN BOOK 547 PAGE 87, R O D C TENN.,

SAID LOT NO 2 FRONTS FIFTY (50) FEET ON THE WESTERLY SIDE OF 32ND AVENUE NORTH FORMERLY INDIA AVENUE AND RUNS BACK BETWEEN PARALLEL LINES ONE HUNDRED AND FIFTY (150) FEET TO AN ALLEY

BEING PART OF THE SAME PROPERTY CONVEYED TO W.O.GRAY BY DEED FROM WARREN B.SLOAN AND WIFE WHICH IS OF RECORD IN BOOK 731 PAGE 726, R O D C TENN

THE ABOVE MENTIONED 27 NOTES 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 $11.35 AND EACH SUCCEEDING NOTE DECREASES 5 CENTS THE LAST NOTE BEING FOR $10.05

I declare that I am the true and lawful holder of the claim secured by the instrument within recorded, and hereby acknowledge the claim to be satisfied in full. This 6th day of May, 1929. W.O.GRAY

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereunto belonging and appertaining, to the said C.L.LANE AND WIFE CORA M.LANE, THEIR *heirs and assigns, forever. And* WE *do covenant with the said* C.L.LANE AND WIFE CORA M.LANE *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* C.L.LANE AND WIFE CORA M.LANE. 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, C.L.LANE AND WIFE CORA M.LANE, *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 C.L.LANE AND WIFE CORA M.LANE *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 OUR *hand* S, *this the* 28TH *day of* MARCH, 1929

C.L.LANE
CORA M.LANE.

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 C.L.LANE AND WIFE CORA M.LANE., *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 CORA M LANE, *wi* VES *of the said* W.O.GRAY AND C.L.LANE *having personally appeared before me, privately and apart from* HER *husband, the said* ELLEN NELSON GRAY AND CORA M.LANE., *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 13TH *day of* APR. *, A. D. 1929*

SEAL. W.T.GAITHER *Notary Public.*

MY COM EX 10-11-32

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. 191

Notary Public.

REC'D APRIL 16 1929 AT 11:56 A.M.