NUMBER 46759 RECORDED JULY 9 1929 T.N.SMITH ET UX TO EVA SMITH FARMER

For and in Consideration *of the sum of* SEVEN HUNDRED AND NO/100 DOLLARS ($700.00) OF WHICH THE SUM OF SEVENTY FIVE AND NO/100 DOLLARS ($75.00) HAS BEEN PAID IN CASH BY EVA SMITH FARMER WIFE OF CHAS FARMER THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED AND FOR THE RESIDUE ($625.00) THE SAID EVA SMITH FARMER HAS EXECUTED AND DELIVERED TO T.N. SMITH FORTY TWO)42) PROMISSORY NOTES OF EVEN DATE HEREWITH, FORTY ONE NOTES FOR $15.00 EACH AND ONE FOR $10.00

PAYABLE TO THE ORDER OF SAID T.N.SMITH FROM ONE TO 42 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 T.N.SMITH AND WIFE NANCY P.SMITH HAVE BARGAINED AND SOLD AND DO HEREBY TRANSFER AND CONVEY UNTO THE SAID EVA SMITH FARMER TO HER SOLE AND SEPRATE ESTATE HER HEIRS AND ASSIGNS ,CERTAIN REAL ESTATE IN DAVIDSON COUNTY,STATE OF TENNESSEE , AS FOLLOWS:

BEING LOTS NUMBERS FOUR HUNDRED AND SEVENTEEN (417) AND FOUR HUNDRED AND NINETEEN (419) OF BLOCK 84 PLAN NO 1 WEST NASHVILLE WHICH IS OF RECORD IN BOOK 57 PAGES 74 AND 75 R O D C TENN. ,

SAID LOTS JOIN AND FRONT EACH TWENTY FIVE 25 FEET ON THE NORTHERLY SIDE OF INDIANA AVENUE AND RUN BACK BETWEEN PARALLEL LINES ONE HUNDRED AND FIFTY (150) FEET TO AN ALLEY.

AND IS THE SAME PROPERTY CONVEYED TO T.N.SMITH BY WILLIAM M.SMITH AND WIFE FRANCES SMITH BY DEED DATED AUGUST 30TH 1926 AND RECORDED IN BOOK 714 PAGE 621 R O D C TENN

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 16 day of Dec 1931.

Attest: T.N.Smith

Deputy Register.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereunto belonging and appertaining, to the said EVA SMITH FARMER HER *heirs and assigns, forever. And* WE *do covenant with the said* EVA SMITH FARMER, *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* EVA SMITH FARMER, HER *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 EVA SMITH FARMER AND HUSBAND CHAS FARMER, *do hereby transfer and convey unto* GOODLOE COCKRILL, *as Trustee, his successors and assigns, the real estate hereinbefore described, to have and to hold for the purpose aforesaid, and no other.*

WE *agree to keep the buildings on said premises insured in some reliable fire insurance company or companies for at least the sum of* $ 500.00 *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.* WE *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* WE *fail to keep up the insurance or repairs or pay taxes as required,* WE *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.*

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.

EVA SMITH FARMER

Fourth. He will pay the residue, if any, to *or* HER, *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 GOODLOE COCKRILL, *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* 1ST *day of* NOVEMBER 1927.

CHARLIE FARMER — T.N.SMITH

EVA SMITH FARMER, — NANCY P.SMITH

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* T.N.SMITH AND EVA SMITH FARMER AND HUSBAND CHAS FARMER *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 EVA SMITH FARMER, *wi* FE *of the said* CHAS FARMER *having personally appeared before me, privately and apart from* HER *husband, the said* EVA SMITH FARMER, *acknowledged the execution of said Deed 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 3 RD *day of* NOVEMBER *, A. D. 19*27

MY COM EX 10-21-28 — (SEAL) W.T.GAITHER *Notary Public.*

acknowledgment before Notary Public

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* NANCY P.SMITH *the bargainor, with whom I am personally acquainted, and who acknowledged that* SHE *executed the within Deed instrument for the purposes therein contained.*

And NANCY P.SMITH, *wi* FE *of the said* T.N.SMITH *having personally appeared before me, privately and apart from* HER *husband, the said* NANCY P.SMITH *acknowledged the execution of said Deed 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 3 *day of* DEC *, A. D. 19*27

MY COM EX JULY 7 1931 — SEAL. H.J.LOVELACE *Notary Public.*

REC'D JUNE 25 ,1929 AT 12:54 P.M.