NO. 49032 RECORDED AUGUST 19, 1929. C.M.BURLIN ET UX TO A.J.JOHNSON ET UX.

V

For and in Consideration of the sum of EIGHT HUNDRED AND NO/100 DOLLARS ($800.00), OF WHICH THE SUM OF TWENTY SIX DOLLARS ($26.00) HAS BEEN PAID IN CASH BY A.J.JOHNSON AND WIFE MINNIE E. JOHNSON, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, AND FOR THE RESIDUE ($774.00) THE SAID A.J.JOHNSON AND WIFE MINNIE E.JOHNSON HAVE EXECUTED AND DELIVERED TO C.M.BURLIN SEVENTY SEVEN (77) PROMISSORY NOTES, OF EVEN DATE HEREWITH, THE FIRST 76 FOR $10.00 EACH AND THE LAST ONE FOR $14.00., PAYABLE TO THE ORDER OF SAID C.M.BURLIN FROM ONE TO 77 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, C.M.BURLIN AND WIFE MARY E.BURLIN, HAVE BARGAINED AND SOLD, AND DO HEREBY TRANSFER AND CONVEY UNTO THE SAID A.J.JOHNSON AND WIFE MINNIE E.JOHNSON, THEIR HEIRS AND ASSIGNS, CERTAIN REAL ESTATE IN DAVIDSON COUNTY, STATE OF TENNESSEE, AS FOLLOWS:

BEING LOTS NOS. TWO HUNDRED AND TWO ($202) AND TWO HUNDRED AND FOUR (204), BLOCK NO.10, CHARLOTTE PARK COMPANY'S FIRST ADDITION, A PLAN OF WHICH IS OF RECORD IN BOOK 57, PAGE 103, R.O.D.C.TENN. SAID LOTS NOS. 202 AND 204 JOIN AND FRONT FIFTY (50) FEET EACH ON THE SOUTHERLY SIDE OF NEVADA AVENUE, FORMERLY 3RD AVENUE, AND EXTEND BACK SOUTHWARDLY, BETWEEN PARALLEL LINES, AND WITH THE WESTERLY MARGIN OF 43RD AVENUE NORTH, FORMERLY 2ND STREET, ONE HUNDRED AND FIFTY (150) FEET TO AN ALLEY.

THIS IS PART OF THE SAME PROPERTY CONVEYED TO THE SAID C.M.BURLIN BY B.B.BOND AND WIFE EFFIE H.BOND, BY DEED DATED NOVEMBER 1ST,1919, AND RECORDED IN BOOK 523, PAGE 573, R.O.D.C.TENN.

NOTE: THE ABOVE MENTIONED 77 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 $13.87 AND EACH SUCCEEDING NOTE, EXCEPT THE LAST, DECREASES FIVE CENTS, THE LAST NOTE BEING FOR $14.07.

Witness the hand and seal of the within named bargainor, this the 12th day of August, 1929.

C.M.Burlin (SEAL)

Mary E.Burlin (SEAL)

STATE OF TENNESSEE, DAVIDSON COUNTY.

Before me, John W.Beasley, a Notary Public of said County and State, personally appeared C.M.BURLIN AND WIFE MARY E.BURLIN, the bargainors, with whom I am personally acquainted, and who acknowledged that they executed the within Deed for the purposes therein contained. And MARY E.BURLIN, wife of the said C.M.BURLIN, having personally appeared before me, privately and apart from her husband, the said MARY E.BURLIN 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 16 day of August, A.D. 1929.

COM.EX.APRIL 9, 1930. (SEAL) John W.Beasley Notary Public.

RECD AUG 17, 1929 AT 10.25 A.M.

STATE OF TENNESSEE, DAVIDSON COUNTY.

Before me, , a Notary Public of said County and State, personally appeared , the bargainor , with whom I am personally acquainted, and who acknowledged that executed the within Deed for the purposes therein contained. And , wife of the said , having personally appeared before me, privately and apart from her husband, the said , acknowledged the execution of said Deed to have been done by her 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. 1929

Notary Public.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereunto belonging and appertaining, to the said A.J.JOHNSON AND WIFE MINNIE E.JOHNSON, THEIR heirs and assigns, forever. And WE do covenant with the said A.J.JOHNSON AND WIFE MINNIE E.JOHNSON, 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 A.J.JOHNSUN AND WIFE MINNIE E.JOHNSON, 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, A.J.JOHNSJN AND WIFE MINNIE E.JOHNSON, 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.

WE 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. 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.

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 A.J.JOHNSON AND WIFE, MINNIE E.JOHNSON, 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 12TH day of AUGUST, 1929

C.M.BURLIN A.J.JOHNSON

MARY E.BURLIN MINNIE E.JOHNSON