NO. 68134 RECORDED DEC. 29, 1930. GEO. T. FINEGAN ET UX TO HURLEY MEEKS, ET UX.

For and in Consideration *of the sum of* ELEVEN HUNDRED AND SEVENTY FIVE DOLLARS ($1175.00), OF WHICH AMOUNT THE SUM OF TWENTY FIVE DOLLARS ($25.00) HAS BEEN PAID TO US IN CASH BY HURLEY MEEKS AND WIFE PEARL MEEKS, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, AND FOR THE REMAINDER, THE SAID HURLEY MEEKS AND PEARL MEEKS HAVE EXECUTED THEIR SEVENTY TWO (72) JOINT PROMISSORY NOTES, OF EVEN DATE HEREWITH, PAYABLE TO THE ORDER OF GEO. T. FINEGAN, ON OR BEFORE ONE EACH MONTH RESPECTIVELY, CONSECUTIVELY, BEGINNING JANUARY 22ND, 1931. THE FIRST ONE OF SAID NOTES IS FOR THE SUM OF $21.75 AND EACH SUCCEEDING NOTE RESPECTIVELY THEREAFTER IS FOR AN AMOUNT 8 CENTS LESS THAN THE PRECEDING NOTE, EXCEPT THE LAST NOTE, WHICH IS FOR $14.07. THE PRINCIPAL OF EACH NOTE IS $16.00, EXCEPT THE LAST NOTE, WHICH IS $14.00, AND THE REMAINDER IS INTEREST AT SIX PERCENT UPON THE OUTSTANDING AMOUNT. THEREFORE, SAID NOTES BEAR NO INTEREST EXCEPT FROM MATURITY. AND TO SECURE THE PAYMENT OF SAID NOTES A LIEN IS HEREBY EXPRESSLY RETAINED UPON THE PROPERTY HEREIN CONVEYED.

WE, GEO. T. FINEGAN AND WIFE ANNIE LOU FINEGAN, HAVE BARGAINED AND SOLD AND BY THESE PRESENTS DO HEREBY TRANSFER AND CONVEY UNTO THE SAID HURLEY MEEKS AND WIFE PEARL MEEKS, THEIR HEIRS AND ASSIGNS, CERTAIN REAL ESTATE IN DAVIDSON COUNTY, STATE OF TENNESSEE, AS FOLLOWS:

BEING LOT NO. NINE (9) ON THE PLAN OF T. W. CRUTCHER'S SUBDIVISION, CALLED TRINITY HEIGHTS, AS OF RECORD IN BOOK 332, PAGE 4, REGISTER'S OFFICE FOR SAID COUNTY.

SAID LOT NO. 9 FRONTS ONE HUNDRED (100) FEET ON THE SOUTH SIDE OF TRINITY AVENUE AND RUNS BACK ONE HUNDRED AND SEVENTY AND FOURTEEN HUNDREDTHS (170.14) FEET ON THE WEST LINE AND ONE HUNDRED AND SEVENTY ONE AND TWENTY THREE HUNDREDTHS (171.23) FEET ON THE EAST LINE TO AN ALLEY, AND SHOWS ONE HUNDRED (100) FEET ON SAID ALLEY.

BEING THE SAME PROPERTY CONVEYED TO THE UNDERSIGNED GEO. T. FINEGAN BY DEED OF HENRY E. HELL, ET UX, DATED DECEMBER _____, 1930.

I declare that I am the true and lawful holder of the claim secured by the instrument within recorded, and hereby acknowledge a full satisfaction thereof and discharge of the lien to secure the same in full.

This 2nd day of January, 1936.

Attest: W. T. Gaither, Clerk & Register

By W. T. Gaither, D.C.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereunto belonging and appertaining, to the said HURLEY MEEKS AND WIFE PEARL MEEKS, *heirs and assigns, forever. And* WE *do covenant with the said* HURLEY MEEKS AND WIFE PEARL MEEKS *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* HURLEY MEEKS AND WIFE PEARL MEEKS, 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, HURLEY MEEKS AND WIFE PEARL MEEKS *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* $ 600.00 *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.*

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 HURLEY MEEKS AND WIFE PEARL MEEKS *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 *hands, this the* 22ND *day of* DECEMBER, 1930.

HURLEY MEEKS
PEARL MEEKS
GEO. T. FINEGAN
ANNIE LOU FINEGAN

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* GEO. T. FINEGAN AND WIFE ANNIE LOU FINEGAN, AND HURLEY MEEKS AND WIFE PEARL MEEKS *the bargainors, with whom I am personally acquainted, and who acknowledged that* THEY *executed the within Deed instrument for the purposes therein contained.*

And ANNIE LOU FINEGAN AND PEARL MEEKS, *wife of the said* GEO. T. FINEGAN AND HURLEY MEEKS, *having personally appeared before me, privately and apart from* THEIR *husbands, the said* ANNIE LOU FINEGAN AND PEARL MEEKS *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 22ND *day of* DECEMBER, 1930. *A. D.*

MY COM. EXPIRES OCT. 11, 1932. (SEAL) W. T. GAITHER *Notary Public.*

RECEIVED DEC. 27, 1930, AT 11:21 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 _____, wife 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.