LUCILE BOWERS TO FRANK NEELY

For and in Consideration of the sum of ($ 1912.90)

NINETEEN HUNDRED AND TWELVE AND 90/100 *DOLLARS,*

PAID AND TO BE PAID BY FRANK NEELY, AS FOLLOWS. FIVE HUNDRED DOLLARS ($500.00) CASH IN HAND PAID, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED. AND FOR THE REMAINDER THE SAID FRANK NEELY HAS THIS DAY EXECUTED HIS THIRTY EIGHT (38) PROMISSORY NOTES, PAYABLE TO THE ORDER OF HIMSELF AND ENDORSED BY HIM, AS FOLLOWS. NO. NO. 1 IS IN THE SUM OF EIGHT HUNDRED DOLLARS($800.00) AND FALLS DUE THREE YEARS AFTER DATE. NOTES NOS. 2 TO 7 INCLUSIVE ARE EACH IN THE SUM OF TWENTY FOUR DOLLARS($24.00) AND FALL DUE RESPECTIVELY 6, 12, 18, 24, 30 AND 36 MONTHS AFTER DATE, AND ARE FOR THE INTEREST ON SAID NOTE NO. 1 NOTES NOS. 8 TO 37 INCLUSIVE ARE EACH IN THE SUM OF TWENTY DOLLARS, ($20.00) AND NO 38 IS IN THE SUM OF $12.90 AND BEAR 6% INTEREST FROM DATE. NOTE NO. 8 FALLS DUE ON OR BEFORE DECEMBER 20 1919 AND THE OTHERS ON OR BEFORE THE 20TH DAY OF EACH MONTH RESPECTIVELY THEREAFTER UNTIL ALL ARE PAID. TO SECURE THE PAYMENT OF WHICH NOTES AND INTEREST A LIEN IS HEREBY EXPRESSLY RETAINED ON THE PROPERTY HEREIN CONVEYED. IT IS AGREED AND UNDERSTOOD THAT THE ($800.00) NOTE MENTIONED ABOVE HAS PRIORITY OVER ALL OTHER NOTES MENTIONED IN THIS DEED AND IS A FIRST MORGAGE ON THE WITHIN DESCRIBED PROPERTY.

Eugene Phillips

In case any one of said notes remains unpaid for 3 months after its maturity, all of the notes then unpaid shall immediately become due and payable; and said LUCILE BOWERS, , or the lawful holder of said notes remaining unpaid, is hereby authorized and empowered to sell said property, at public auction, at the south door of the Courthouse in Nashville, Tennessee, or on the premises, at his or her election, to the highest bidder for cash, or partly for cash and partly on time, or wholly on time, as he or she may elect, free from the right of repurchase or equity of redemption and free from homestead and dower, and said sale shall be advertised in some newspaper published in the City of Nashville once a week for at least four weeks; and whenever a sale of the premises is made hereunder, said LUCILE BOWERS , or the lawful holder of said notes, shall have the right to execute a deed conveying the property to the purchaser, and the proceeds of said sale shall be applied to the payment of all taxes and public charges that may be a lien on said property, and all taxes or public charges that may have been advanced or paid by said LUCILE BOWERS, , or the holder of said notes; to the payment of all expenses, including reasonable attorney's fees, incident to selling said property and the enforcement of said lien and incurred in any litigation that may arise of or concerning the protection and the enforcement of the rights and interests of said LUCILE BOWERS , or the holder of said notes; to the payment and satisfaction of said notes and interest; and the balance, if any, is to be paid to said conveyee, his or her representatives or assigns. It is understood, and is hereby expressly declared, that the right of sale hereinbefore granted is intended as a cumulative remedy additional to the remedies now or that may be hereafter allowed by law, and that the same shall not be deemed in any manner whatsoever to deprive said LUCILE BOWERS , or the holder of said notes, of any legal or equitable remedy by judicial proceedings, consistent with the provisions of these presents, according to the true intent and meaning thereof; and whenever and in case legal proceedings shall be instituted for the enforcement of the lien herein reserved and declared, and for the protection of the rights of said LUCILE BOWERS, , or the holder of said notes, and the sale of said premises, reasonable counsel fees shall be paid and shall be added to the debt herein and hereby secured.

SAID FRANK NEELY AGREES TO KEEP THE BUILDING INSURED IN SOME RELIABLE INSURANCE COMPANY TO FURTHER SECURE THE ABOVE DEBT.

I, LUCILE BOWERS, UNMARRIED,

have this day bargained and sold, and by these presents do transfer and convey, unto the said

FRANK NEELY, HIS

heirs and assigns, a certain tract or parcel of land in Davidson County, State of Tennessee, as follows: BEING THE EASTERLY 30½ FEET OF LOT NO 84 AND THE WESTERLY 6 INCHES OF LOT NO 85 ON THE PLAN OF JOHN W BRYANS ADDITION TO EDGEFIELD, NOW EAST NASHVELLE AS OF RECORD IN BOOK NO. 21, PAGE 63 OF THE REGISTERS OFFICE FOR SAID COUNTY. SAID PARTS OF SAID LOTS NOS. 84 AND 85 FRONT TOGETHER 30½ FEET ON THE NORTHERLY SIDE OF TREUTLAND STREET, AND RUN BACK, BETWEEN PARLLEL LINES, 165 FEET TO AN ALLEY. AND BEING THE SAME PROPERTY CONVEYED TO LUCILE BOWERS, BY WILL OF W A HAMILTON AS OF RECORD IN WILL BOOK NO 38. PAGE 252 COUNTY COURT FOR DAVIDSON COUNTY, TENNESSEE

To Have and to Hold *the said tract or parcel of land, with the appurtenances, estate, title, and interest thereto belonging, to the said*

FRANK NEELE, HIS

heirs and assigns, forever. And I *do covenant with the said* FRANK NEELY, *that* I AM *lawfully seized and possessed of said land in fee simple, have a good right to convey it, and the same is unincumbered. And* I, LUCILE BOWERS, *do further covenant and bind* MYSELF, MY *heirs and representatives, to warrant and forever defend the title to said land to the said*

FRANK NEELY

heirs and assigns, against the lawful claims of all persons whomsoever.

Witness MY *hand , this* 20TH *day of* NOVEMBER 1919

Witness

LUCILE BOWERS,

State of Tennessee,
DAVIDSON COUNTY.

Personally appeared before me, GEO. I. WADDEY, *a Notary Public in and for said County and State, the within-named* LUCILE BOWERS, UNMARRIED, *the bargainor, with whom I am personally acquainted, and who acknowledged that* SHE *executed the annexed instrument for the purposes therein contained.*

And XXXX *of the said* XXX, *having personally appeared before me privately and apart from her husband, the said* XXX *acknowledged the execution of the said instrument 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 XXX 20TH *day of* NOVEMBER 1919

SEALS GEO. I. WADDEY,
Notary Public.

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 annexed instrument for the purposes therein contained.*

And *of the said* *having personally appeared before me privately and apart from her husband, the said* *acknowledged the execution of the said instrument 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 day of

Notary Public.

US R $0 2.00

RECEIVED THE 8TH DAY OF MCH A D 1920 AT 11:42 O CLOCK A M

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