NO. 18542 REGISTERED AUGUST 17TH. 1920

J H WOODARD, TRUSTEE TO WINFIELD H MARTIN, ET UX

For and in Consideration *of the sum of* ($ 7500.00)
SEVENTY TWO HUNDRED AND FIFTY ------ *DOLLARS,*

PAID AND TO BE PAID BY WINFIELD H MARTIN AND VERNON A MARTIN, AS FOLLOWS: EIGHTEEN HUNDRED & FIFTY DOLLARS ($1850.00) CASH IN HAND PAID, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, AND THE SAID WINFIELD H MARTIN AND VERNON A MARTIN HEREBY ASSUME AND AGREE TO PAY ONE NOTE OF TWENTY FIVE HUNDRED DOLLARS($2500.00)DATED MAY 22 1916, AND FALLING DUE THREE YEARS AFTER DATE, WITH INTEREST FROM EVER DATE HEREWITH, AND EXECUTED BY MINNIE V HAM. SAID NOTE IS SECURED BY DEED OF TRUST ON THE WITHIN DESCRIBED PROPERTY AS OF RECORD IN BOOK 465, PAGE 583, OF THE REGISTERS OFFICE FOR DAVIDSON COUNTY, TENNESSEE, TO WHICH REFERENCE IS HEREBY MADE. AND THE SAID WINFIELD H MARTIN AND VERNON A MARTIN HEREBY ASSUME AND AGREE TO PAY 30 MIEN NOTES NUMBERED 8 TO 37 INCLUSIVE EXECUTED BY JOHN H WOODARD TRUSTEE DATED JANUARY 9TH. 1920 AND PAYABLE TO THE ORDER OF K H DODSON EACH IN THE SUM OF $50.00) WITH INTEREST FROM EVEN DATE HEREWITH, AND WHICH RETAIN A LIEN ON THE PROPERTY HEREIN CONVEYED. NOTE NO. 8 FALLS DUE ON OR BEFORE SEPTEMBER 9 1920 AND THE OTHERS ON OR BEFORE THE 9TH DAY OF EACH MONTH RESPECTIVELY THEREAFTER. AND FOR THE REMAINDER THE SAID WINFIELD H MARTIN AND VERNON A MARTIN HAVE THIS DAY EXECUTED THEIR FIFTEEN (15) JOINT PROMISSORY NOTES PAYABLE TO THE ORDER OF THEMSELVES AND ENDORSED BY EACH OF THEM, AS FOLDOWS: NOTE NO 1 IS IN THE SUM OF ONE THOUSAND DOLLARS($1000.00) AND FALLS DUE THREE YEARS AFTER DATE. NOTES NOS 2 TO 7 INCLUSIVE ARE EACH IN THE SUM OF THIRTY DOLLARS $30.00) AND FALL DUE RESPECTIVELY 6, 12, 24, 30 AND 36 MONTHS AFTER DATE AND ARE FOR THE INTEREST ON SAID NOTE NO. 1 NOTES NOS 8 TO 15 INCLUSIVE ARE EACH IN THE SUM OF $50.00) AND BEAR 6% INTEREST FROM DATE. NOTE NO. 8 FALLS DUE ON OR BEFORE MARCH 9 1923, AND THE OTHERS ON OR BEFORE THE 9TH 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. AND THE SAID WINFIELD H MARTIN AND VERNON A MARTIN HEREBY ASSUME AND AGREE TO PAY THE 1920 TAXES ON THE PROPERTY HEREIN CONVEYED.

This section deals concerned herein being paid in full before the within conveyance is delivered. Witness my hand this 17th day of August 1920 [illegible]

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 JOHN H WOODARD, TRUSTEE, 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 JOHN H WOODARD TRUSTEE, 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 JOHN H WOODARD, TRUSTEE, 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 JOHN H WOODARD, TRUSTEE 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 JOHN H WOODARD, TRUSTEE, 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 JOHN H WOODARD, TRUSTEE, or the holder of said notes, and the sale of said premises, reasonable counsel fee shall be paid and shall be added to the debt herein and hereby secured.

SAID WINFIELD H MARTIN AND VERNON A MARTIN AGREES TO KEEP THE BUILDINGS INSURED IN SOME RELIABLE INSURANCE COMPANY TO FURTHER SECURE THE ABOVE DEBT.

I, JOHN H WOODARD TRUSTEE BY VIRTUE OF THE AUTHORITY VESTED IN ME AS PER DEED RECORDED IN BOOK NO. 549, PAGE 22 OF THE REGISTERS OFFICE FOR DAVIDSON COUNTY, TENNESSEE

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

WINFIELD H MARTIN AND WIFE VERNON A MARTIN, THEIR

heirs and assigns, a certain tract or parcel of land in Davidson County, State of Tennessee, as follows: BEING THE EASTERLY ONE-HALF OF LOT NO. 4 IN E C SCRUGGS SUBDIVISION OF THE READ PLACE, A PLAN OF WHICH IS OF RECORD IN BOOK NO. 57, PAGE 114, OF THE REGISTERS OFFICE FOR SAID COUNTY. SAID EASTERLY ONE HALF OF SAID LOT NO. 4 FRONTS 50 FEET ON THE SOUTHERLY SIDE OF CARLTON AVENUE, AND RUNS BACK SOUTHWARDLY, BETWEEN PARALLEL LINES, 138 FEET, MORE OR LESS TO AN ALLEY. AND BEING THE SAME PROPERTY CONVEYED TO THE SAID JOHN H WOODARD, TRUSTEE BY K H DODSON AND WIFE, NETTIE M DODSON AS OF RECORDED IN BOOK NO 549 PAGE 22 OF THE REGISTERS OFFICE FOR SAID COUNTY.

To Have and to Hold *the said tract or parcel of land, with the appurtenances, estate, title, and interest thereto belonging, to the said* WINFIELD H MARTIN AND WIFE VERNON A MARTIN, THEIR

heirs and assigns, forever. And I, *do covenant with the said* WINFIELD H MARTIN, AND VERNON A MARTIN *that* I AS TRUSTEE, 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, JOHN H WOODARD

do further covenant and bind MYSELF AS TRUSTEE, MY SUCCESSORS IN TRUST *heirs and representatives, to warrant and forever defend the title to said land to the said* WINFIELD H MARTIN AND WIFE VERNON A MARTIN, THEIR

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

Witness MY *hand, this* 6TH *day of* AUGUST @ 1920

Witness JOHN H WOODARD, TRUSTEE

State of Tennessee,
DAVIDSON COUNTY.

Personally appeared before me, GEO I WADDEY, JR *, a Notary Public in and for said County and State, the within-named* JOHN H WOODARD

the bargainor, with whom I am personally acquainted, and who acknowledged that HE AS TRUSTEE *executed the annexed instrument for the purposes therein contained.*

XXXX

of the said XX

having personally appeared before me privately and apart from her husband, the said XXXX, *acknowledged the execution of the said instrument to have been done by her freely, voluntarily, and understandingly* XXX *without compulsion or constraint from her said husband, and for the purposes therein expressed.*

Witness my hand and official seal, at Nashville, Tennessee, this 6TH *day of* AUGUST 1920

SEAL GEO I WADDEY, JR
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 $ $3.50

RECEIVED THE 14TH DAY OF AUG A D 1920 AT 10:00 O CLOCK A M

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