NO. 21939 | REGISTERED, | DECEMBER, 23RD 1920
GEO I WADDEY, ET UX | TO | FANNIE PINKERTON

For and in Consideration *of the sum of* ($ -850.00)

EIGHT HUNDRED & FIFTY, - *DOLLARS,*

PAID AND TO BE PAID, BY FANNIE PINKERTON, AS FOLLOWS; TWO HUNDRED, & FIFTY DOLLARS, ($250.00 CASH IN HAND PAID, THE RECEIPT OF WHICH , IS HEREBY ACKNOWLEDGED. AND FOR THE REMAINDER THE SAID FANNIE PINKERTON, HAS THIS DAY EXECUTED HER FORTY (40) PROMISSORY NOTES PAYABLE TO THE ORDER OF GEO I WADDEY, EACH IN THE SUM OF FIFTEEN DOLLARS ($15.00) AND BEARING 6% INTEREST, FROM DATE, THE FIRST ONE OF THE SAID NOTES, FALLS DUE ON OR BEFORE, NOVEMBER, 23 1920, AND THE OTHERS ON OR BEFORE THE 23RD DAY OF EACH MONTH RESPECTIVELY, THEREAFTER UNTIL ALL ARE PAID, TO SECURE THE PAYMENT, OF WHICH, NOTES AND INTERSST, A LIEN IS HEREBY EXPRESSLY RETAINED ON THE, PROPERTY HEREIN CONVEYED.

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 3 day of MARCH 1921
Attest: W Miller - Deputy Reg
Gaynor

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 GEO I WADLEY , 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 GEO I WADDEY , 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 GEO I WADDEY , 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 GEO I WADDEY , 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 GEO I WADDEY , 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 GEO I WADDEY , 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 FANNIE PINKERTON, AGREES, TO KEEP THE BUILDING INSURED IN SOME RELIABLE INSURANCE COMPANY TO FURTHER SECURE THE ABOVE DEBT.

WE GEO I WADDEY AND WIFE BETTIE E WADDEY

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

FANNIE PINKERTON, HER

heirs and assigns, a certain tract or parcel of land in Davidson County, State of Tennessee, as follows:

BEING THE NORTHERLY 50 FEET OF LOT NO 396, IN D.T.MC GAVOCKS AND OTHER'S ADDITION TO NASHVILLE, CALLED THE ADDITION TO THE TOWN OF MC GAVOCK, A PLAN OF WHICH IS RECORDED IN BOOK 21, PAGE, 41, OF THE REGISTER'S OFFICE, FOR SAID COUNTY. SAID PART OF SAID LOT NO 396, FROM I S 50 FEET ON THE WEST SIDE OF 17TH AVENUE NORTH. FORMERLY JAMES STREET, AND EXTENDS BACK BETWEEN PARALLEL LINES, ABOUT 175 FEET , BE THE SAME MORE OR LESS, TO 18TH AVENUE NORTH FORMERLY, SALEM OR LINE STREET. AND BEING THE SAME PROPERTY CONVEYED TO THE SAID GEO I WADDEY, AS OF RECORD IN BOOK NO 405, PAGE, 371, ALSO BOOK NO 406, PAGE, 129, OF THE REGISTER'SOFFICE 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* FANNIE PINKERTON, HER,

heirs and assigns, forever. And WE, *do covenant with the said* FANNIE PINKERTON, *that* WE ARE *lawfully seized and possessed of said land in fee simple, have a good right to convey it, and the same is unincumbered. And* WE, GEO I WADDEY AND BETTIE E WADDEY,

do further covenant and bind -OURSELVES OUR, *heirs and representatives, to warrant and forever defend the title to said land to the said* -FANNIE PINKERTON, HER,

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

Witness OUR, *hands , this* 23RD *day of* OCTOBER, 1920,

Witness

GEO I WADDEY,
BETTIE E WADDEY,

State of Tennessee,
DAVIDSON COUNTY.

Personally appeared before me, WM W SCOVEL, *a Notary Public in and for said County and State, the within-named* GEO I WADDEY AND BETTIE E WADDEY, *the bargainor S, with whom I am personally acquainted, and who acknowledged that* THEY *executed the annexed instrument for the purposes therein contained.*

And BETTIE E WADDEY, WIFE, *of the said* GEO I WADDEY, *having personally appeared before me privately and apart from her husband, the said* BETTIE E WADDEY, *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 27 *day of* OCTOBER 1920,

(SEAL) WM W SCOVEL,
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.

U.S.REV STAMPS, $2.00
REC'D 23 DEC, 1920 AT 1;10 O'CLOCK P.M