NUMBER 41017 THOMAS J.MOGAN. TO S.J.CROTZER ET UX RECORDED OCT.19,1922.

For and in Consideration *of the sum of* ($ 2750.00) TWENTY-SEVEN HUNDRED & FIFTY *DOLLARS,*

PAID AND TO BE PAID BY S.J.CROTZER AND DANIE CROTZER AS FOLLOWS:SEVEN HUNDRED & FIFTY DOLLARS. ($750.00)CASH IN HAND PAID,THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED.AND FOR THE REMAYNDER, THE SAID S.J.CROTZER AND DANIE CROTZER HAVE THIS DAY EXECUTED THEIR EIGHTY (80) JOINT PROMASSORY NOTES,PAYABLE TO THE ORDER OF THOMAS J.MOGAN,EACH IN THE SUM OF TWENTY FIVE DOLLARS,($25.00) AND BEARING 6% INTEREST FROM DATE .THE FIRST ONE OF SAID NOTES FALLS DUE ON OR BEFORE NOVEMBER 2,1922,AND THE OTHERS ON OR BEFORE THE 2ND 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 S.J.CROTZER AND DANIE CROTZER,HEREBY ASSUME AND AGREE TO PAY THE 1922 TAXES ON THE PROPERTY HEREIN CONVEYED.

The entire debt secured herein having been paid in full to me 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 4th day of Dec 1929
Attest: Eugene Phillips Deputy Register — 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 THOMAS J.MOGAN, , 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 THOMAS J.MOGAN, , 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 THOMAS J.MOGAN , 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 THOMAS J.MOGAN, , 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 THOMAS J.MOGAN, , 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 THOMAS J.MOGAN, , 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 S.J. CROTZER AND DANIE CROTZER,AGREES TO KEEP THE BUILDING INSURED IN SOME RELIABLE INSURANCE COMPANY TO FIRTHER SECURE THE ABOVE DEBT.

I,THOMAS J.MOGAN,UNMARRIED,HAVE THIS DAY BARGAINED AND SOLD,AND BY THESE PRESENTS DO TRANSFER AND CONVEY UNTO THE SAID S.J.CROTZER AND WIFE,DANIE CROTZER,THEIR HEIRS AND ASSIGNS,A CERTAIN TRACT OR PARCEL OF LAND IN DAVIDSON COUNTY,STATE OF TENNESSEE,AS FOLLOWS:BEING LOTS NOS.31 AND 32 IN GEORGE SHIELD'S SECOND ADDITION TO NORTH NASHVILLE,A PLAN OF WHICH ADDITION IS RECORDED IN BOOK NO.57,PAGE 146,OF THE REGISTER'S OFFICE FOR SAID COUNTY..SAID LOTS 31 AND 32 FRONT 50 FEET EACH ON THE SOUTH SIDE OF ST.LOUIS AVENUE,AND RUN BACK SOUTHERLY,BETWEEN PARALLEL LINES, 150 FEET TO AN ALLEY.AND BEING THE SAME PROPERTY CONVEYED TO THOMAS J.MOGAN,BY FRANK G.JARRELL AND WIFE,FLOSSIE C.JARRELL,AS OF RECORD IN BOOK NO.597,PAGE 186,OF THE REGISTER'S OFFICE FOR FOR SAID COUNTY..

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

To Have and to Hold *the said tract or parcel of land, with the appurtenances, estate, title, and interest thereto belonging, to the said* S.J.CROTZER AND WIFE,DANIE CROTZER,THEIR *heirs and assigns, forever. And* I *do covenant with the said* S.J.CROTZER AND DANIE CROTZER, *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,THOMAS J.MOGAN, *do further covenant and bind* MYSELF,MY *heirs and representatives, to warrant and forever defend the title to said land to the said* S.J.CROTZER AND WIFE,DANIE CROTZER , THEIR *heirs and assigns, against the lawful claims of all persons whomsoever.*

Witness MY *hand , this* 2ND *day of* OCTOBER,1922.

~~Witness~~ WE,THE SAID S.J.CROTZER AND WIFE,DANIE CROTZER,JOIN HEREIN FOR THE PURPOSE OF ACCEPTING THE ABOVE TERMS AND CONDITIONS,.WITNESS OUR HANDS,THIS 2ND DAY OF OCTOBER,1922.

THOMAS J.MOGAN.
S.J.CROTZER.
DANIE CROTZER.

State of Tennessee,
DAVIDSON COUNTY.

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

And DANIE CROTZER,WIFE *of the said* S.J.CROTZER, *having personally appeared before me privately and apart from her husband, the said* DANIE CROTZER, *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 10TH *day of* OCTOBER,1922.

(SEAL) GEO.L.WADDEY,JR.
Notary Public.

State of Tennessee,
DAVIDSON COUNTY.

Personally appeared before me, GEO.L.WADDEY,JR *, a Notary Public in and for said County and State, the within-named* THOMAS J.MOGAN,UNMARRIED, *the bargainor , with whom I am personally acquainted, and who acknowledged that* HE *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 2ND *day of* OCTOBER,1922.

U.S.R.S.$3.00.
REC.OCT.12,1922 AT 10:38.A.M.

(SEAL) GEO.L.WADDEY,JR.
Notary Public.