NUMBER 41694. I.H.COBB,TR. TO J.H.WOODARD, RECORDED NOV.9,1922.

For and in Consideration *of the sum of* ($ 300.00)

THREE HUNDRED *DOLLARS,*
OF WHICH AMOUNT THE SUM OF TWENTY-FIVE($25.00)DOLLARS HAS BEEN PAID TO ME IN CASH BY J.H. WOODARD,THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED;AND FOR THE REMAINDER THE SAID J.H.WOODARD HAS EXECUTED HIS TWENTY-FIVE(25)PROMISSORY NOTES,OF EVEN DATE HEREWITH,TWENTY-FOUR (24) FOR FIVE($5.00)DOLLARS EACH AND ONE FOR ONE HUNDRED AND FIFTY-FIVE(155.00)DOLLARS,ALL PAYAHLE TO THE ORDER OF I.H.COBB,TRUSTEE,ON OR BEFORE,ON EACH MONTH,RESPECTIVELY,CONSECUTIVELY BEGINNING NOVEMBER 23,1922,WITH 6% INTEREST FROM DATE.AND TO SECURE THE PAYMENT OF SAID NOTES A LIEN IS HEREBY EXPRESSLY RETAINED UPON THE PROPERTY HEREIN CONVEYED.

The ... payment of ... the lien ... Attest: ... Deputy Register

In case any one of said notes remains unpaid for TWO months after its maturity, all of the notes then unpaid shall immediately become due and payable; and said I.H.COBB,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 I.H.COBB,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 I.H.COBB,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 I.H.COBB,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 I.H.COBB,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 I.H.COBB,TRUSTEE, , 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. I,I.H.COBB,

TRUSTEE,FOR MYSELF AND GEORGE T.FINEGAN,THE SOLE OWNERS OF THE PROPERTY HEREIN CONVEYED,

have this day bargained and sold, and by these presents do transfer and convey, unto the said J.H.WOODARD,HIS

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

BEING THE WESTERLY HALF OF LOT NO.TWENTY-NINE(29)ON THE PLAN OF SHARPE AND HORN'S FOURTH ADDITION TO NASHVILLE,AS OF RECORD IN BOOK 161,PAGE 172,OF THE REGISTER'S OFFICE FOR SAID COUNTY.SAID WESTERLY HALF OF LOT NO.TWENTY-NINE(29)FRONTS FIFTY (50)FEET ON THE SOUTHERLY SIDE OF DOUGHAS AVENUE,FORMERLY HINTON STREET,AND EXTENDS BACK SOUTHERLY,BETWEEN PARALLEL LINES,ONE HUNDRED AND SIXTY(160)FEET TO AN ALLEY IN THE REAR.AND BEING PART OF THE PROPERTY CONVEYED TO THE UNDERSIGNED I.H.COBB,TRUSTEE BY DEED OF ROBERT M.HOUSTON ET UX,OF RECORD IN BOOK 455,PAGE 171,R.O.D.C.TO WHICH CONVEYANCE SPECIAL REFERENCE IS HERE DIRECTED.

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

heirs and assigns, forever. And I *do covenant with the said* J.H.WOODARD, *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,

do further covenant and bind MYSELF,MY SUCCESSORS *his and representatives, to warrant and forever defend the title to said land to the said* J.H.WOODARD,HIS

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

Witness MY *hand, this* 23RD, *day of* OCTOBER,1922.

Witness I.H.COBB,TRUSTEE.

State of Tennessee,
DAVIDSON COUNTY.

Personally appeared before me, J.I.ALLEN, *a Notary Public in and for said County and State, the within-named* I.H.COBB,TRUSTEE, *the bargainor..., with whom I am personally acquainted, and who acknowledged that* HE AS TRUSTEE *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 30TH *day of* OCTOBER,1922.

REC.NOV.1,1922 AT 8:15 A.M. U.S.R.S.50 CTS. (SEAL) J.I.ALLEN,
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.