NUMBER 40657. SAMUEL D.WEAKLEY,TR.TO G.B.HALE. RECORDED JUNE,14,1923.

For and in Consideration *of the sum of* ($ 500.00)
FIVE HUNDRED *DOLLARS,*

PAID AND TO BE PAID BY G.B.HALE,AS FOLLOWS:ONE HUNDRED DOLLARS,($100.00)CASH IN HAND PAID,THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED,AND FOR THE REMAINDER,THE SAID [illegible] HAS THIS DAY EXECUTED HIS FOUR PROMISSORY NOTES,PAYABLE TO THE ORDER OF SAMUEL D.WEAKLEY [illegible] IN THE SUM OF ONE HUNDRED DOLLARS,($100.00),AND FALLING DUE RESPECTIVELY ONE [illegible] AND FOUR YEARS AFTER DATE,WITH INTEREST,TO SECURE THE PAYMENT OF WHICH NOTES AND INTEREST,A LIEN IS HEREBY EXPRESSLY RETAINED ON THE PROPERTY HEREIN CONVEYED.

The entire debt covered herein having been paid in full we [illegible] the lien of [illegible] and release the title to [illegible] Witness [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 SAMUEL D.WEAKLEY, 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 SAMUEL D.WEAKLEY,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 SAMUEL D.WEAKLEY,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 SAMUEL D.WEAKLEY,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 SAMUEL D.WEAKLEY,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 G.B.HALE, , 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,SAMUEL D.WEAKLEY,TRUSTEE,BY VIRTUE OF THE AUTHORITY VESTED IN ME,AS PER DEED RECORDED IN BOOK NO.442,PAGE 105,OF THE REGISTER'S OFFICE FOR DAVIDSON COUNTY,TENNESSEE;AND SAMUEL D. WEAKLEY,INDIVIDUALLY,

have this day bargained and sold, and by these presents do transfer and convey, unto the said
G.B.HALE,HIS,

heirs and assigns, a certain tract or parcel of land in Davidson County, State of Tennessee, as follows:
BEING LOTS NOS.65 AND 66 IN THE SECOND SUBDIVISION OF THE WEAKLEY HOME TRACT,A PLAN OF WHICH IS OF RECORD IN BOOK NO.547,PAGE 12,OF THE REGISTER'S OFFICE FOR SAID COUNTY.SAID LOTS NOS. 65 AND 66 FRONT 50 FEET EACH ON THE WEST SIDE OF PORTER AVENUE,AND RUN BACK,BETWEEN PARALLEL LINES,150 FEET TO AN ALLEY.

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

heirs and assigns, forever. And I, *do covenant with the said* G.B.HALE, *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,SAMUEL D.WEAKLEY,,TRUSTEE;AND SAMUEL D.WEAKLEY,INDIVIDUALLY,

do further covenant and bind MYSELF,MY *heirs and representatives, to warrant and forever defend the title to said land to the said*
G.B.HALE,HIS,

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

Witness MY *hand , this* 3RD *day of* MAY,1923.
SAMUEL D.WEAKLEY,TRUSTEE.
Witness SAMUEL D.WEAKLEY.

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* SAMUEL D.WEAKLEY,UNMARRIED, TRUSTEE AND INDIVIDUALLY, *the bargainor, with whom I am personally acquainted, and who acknowledged that* HE AS *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 11TH *day of* MAY,1923.
COM.EXPIRES OCT.7,9924. (SEAL) GEO.I.WADDEY,
REC.JUNE,6,1923 AT 10:56 A.M. *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.