NUMBER 50937. ALICE M. DISMUKES TO GRATIN FIELDS, ET UX. RECORDED AUG. 22, 1923.

For and in Consideration *of the sum of* ($ 1500.00) *DOLLARS,*

- - - - - - -FIFTEEN HUNDRED- - - - - - - -

PAID AND TO BE PAID BY GRATIN FIELDS AND ANNIE B. FIELDS, 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 GRATIN FIELDS AND ANNIE B. FIELDS, HAVE THIS DAY EXECUTED THEIR FIFTY-SEVEN (57) JOINT PROMISSORY NOTES, PAYABLE TO ALICE M. DISMUKES, AS FOLLOWS.

NOTE NO. 1 IS, IN THE SUM OF FIVE HUNDRED DOLLARS ($500.00), AND FALLS DUE THREE YEARS AFTER DATE. NOTES NOS. 2 TO 7 INCLUSIVE ARE EACH IN THE SUM OF FIFTEEN DOLLARS ($15.00), AND FALL DUE RESPECTIVELY 6, 12, 18, 24, 30 AND 36 MONTHS AFTER DATE, AND ARE FOR THE INTEREST ON SAID NOTE NO. 1.

NOTES NOS. 8 TO 57 INCLUSIVE ARE EACH IN THE SUM OF FIFTEEN DOLLARS ($15.00), AND BEAR 6% INTEREST FROM DATE. NOTE NO. 8 FALLS DUE ON OR BEFORE AUGUST 17, 1923, AND THE OTHERS ON OR BEFORE ~~AUGUST 17, 1923~~, THE 17TH 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. IT IS AGREED AND UNDERSTOOD THAT THE $500.00 NOTE MENTIONED ABOVE HAS PRIORITY OVER ALL OTHER NOTES MENTIONED IN THIS DEED, AND IS A FIRST MORTGAGE ON THE WITHIN DESCRIBED PROPERTY.

AND THE SAID GRATIN FIELDS AND ANNIE B. FIELDS, HEREBY ASSUME AND AGREE TO PAY THE 1923 STATE & COUNTY AND CITY TAXES; SIDEWALK, CURBING AND ABUTTING PROPERTY TAX, ON THE PROPERTY HEREIN CONVEYED.

Notes 8 to 57 inclusive for $15.00 each bearing 6% interest from date. Eugene Phillips

The within debt secured herein having been paid in full to me the lawful owner and holder... hereby release the within described property, held by me to secure the payment of said debt. This ... day of ... 1923.

Attest: ... Deputy Register

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 ALICE M. DISMUKES, 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 ALICE M. DISMUKES, 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 ALICE M. DISMUKES, 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 ALICE M. DISMUKES, 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 ALICE M. DISMUKES, 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 ALICE M. DISMUKES, 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 GRATIN FIELDS & ANNIE B. FIELDS, AGREES TO KEEP THE BUILDING INSURED IN SOME RELIABLE INSURANCE COMPANY TO FURTHER SECURE THE ABOVE DEBT.

I, ALICE M. DISMUKES, WIDOW OF J. H. DISMUKES, DECEASED,

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

GRATIN FIELDS AND WIFE, ANNIE B. FIELDS, THEIR

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

BEING THE EASTERLY 27 FEET OF LOT NO. 4 IN THE SUBDIVISION OF LOTS NOS. 5 AND 7 OF THE MARDING-LYTLE TRACT, AS OF RECORD IN BOOK NO. 57, PAGE 28, OF THE REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE.

SAID PART OF SAID LOT NO. 4 FRONTS 27 FEET ON THE NORTHERLY SIDE OF HEFFERNAN STREET, AND RUNS BACK, BETWEEN PARALLEL LINES, WITH THE WESTERLY MARGIN OF AN ALLEY, 182.7 FEET TO AN ALLEY IN THE REAR.

To Have and to Hold *the said tract or parcel of land, with the appurtenances, estate, title, and interest thereto belonging, to the said* GRATIN FIELDS AND WIFE, ANNIE B. FIELDS, THEIR *heirs and assigns, forever. And* I *do covenant with the said* GRATIN FIELDS AND ANNIE B. FIELDS *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, ALICE M. DISMUKES *do further covenant and bind* MYSELF, MY *heirs and representatives, to warrant and forever defend the title to said land to the said* GRATIN FIELDS AND WIFE, ANNIE B. FIELDS, THEIR *heirs and assigns, against the lawful claims of all persons whomsoever.*

Witness MY *hand*, *this* 17TH *day of* JULY 1923.

Witness ALICE M. DISMUKES

State of Tennessee,
DAVIDSON COUNTY.

Personally appeared before me, C. B. TUCKER, *a Notary Public in and for said County and State, the within-named* ALICE M. DISMUKES, A WIDOW, *the bargainor, with whom I am personally acquainted, and who acknowledged that* SHE *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 18TH *day of* JULY 1923.

(SEAL) C. B. TUCKER

MY COMMISSION EXPIRES JANY. 6, 1927. *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.R.S. $1.50

RECEIVED AUGUST 7, 1923, 11:31 A.M.