NUMBER 55743. GEO.I.WADDEY,TR. TO L.D.HERBERT,ET UX RECORDED DEC.20,1923.

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

THREE HUNDRED,
PAID AND TO BE OPAID BY L.D.HERBERT AND ERA LEE HERBERT,AS FOLLOWS:FIFTY DOLLARS($50.00). DOLLARS ($50.00)CASH IN HAND PAID,THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED.AND FOR THE REMAINDER,THE SAID L.D.HERBERT AND ERA LEE HERBERT,HAVE THIS DAY EXECUTED THEIR TWENTY-FOUR (25)JOINT PROMISSORY NOTES,PAYABLE TO THE ORDER OF GEO.I.WADDEY,EACH IN THE SUM OF TEN DOL-LARS($10.00),AND BEARING 6% INTEREST FROM DATE.THE FIRST ONE OF SAID NOTES FALLS DUE ON OR BEFORE JANUARY,11,1924,AND THE OTHERS ON OR BEFORE THE 11TH 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 L.D.HERBERT AND ERA LEE HERBERT,HEREBY ASSUME AND AGREE TO PAY THE 1923 STATE & COUNTY TAXES ON THE PROPERTY HEREIN CONVEYED.

The entire [illegible] having been paid in full to ... holder thereof, I ... hereby releases the lien on the within described property held to se-cure the payment of said debt. This 6 day of Dec. 1923

Attest: Geo. T. Jarrett 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 GEO.I.WADDEY, , 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 L.D.& ERA LEE HERBERT AGREES TO KEEP THE BUILDING,INSURED IN SOME RELIABLE INSURANCE COM-PANY TO FURTHER SECURE THE ABOVE DEBT.

I,GEO.I.WADDEY,TRUSTEE,BY VIRTUE OF THE AUTHORITY VESTED IN ME,AS PER DEED RECORDED IN BOOK NO. 427,PAGE 40,OF THE REGISTER'S OFFICE FOR DAVIDSON COUNTY,TENNESSEE,AND 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

L.D.HERBERT AND WIFE,ERA LEE HEREBERT,THEIR,

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

BEING LOT NO.112 IN BLOCK NO.6,CHARLOTTE PARK COMPANY'S FIRST ADDITION,WHICH IS OF RECORD IN BOOK NO.57,PAGE 103,OF THE REGISTER'S OFFICE FOR SAID COUNTY.SAID LOT NO.112 FRONTS 50 FEET ON THE SOUTH SIDE OF IDAHO AVENUE,AND RUNS BACK,BETWEEN PARALLEL LINES,150 FEET TO AN ALLEY. AND BEING PART OF THE SAME PROPERTY CONVEYED TO GEO.I.WADDEY,TRUSTEE,BY REALTY SAVINGS BANK & TRUST COMPANY,AS OF RECORD IN BOOK NO.427,PAGE 40,OF THE REGISTER'S OFFICE 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* L.D.HERBERT AND WIFE,ERA LEE HERBERT,THEIR,

heirs and assigns, forever. And WE, *do covenant with the said* L.D.HERBERT AND ERA LEE HERBERT, *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,TRUSTEE,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* L.D.HERBERT AND WIFE,ERA LEE HERBERT,THEIR,

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

Witness OUR *hand* S, *this* 11TH *day of* DECEMBER,1923. Geo. I. Waddey Trustee

Witness GEO.I.WADDEY.

BETTIE E.WADDEY.

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* GEO.I.WADDEY,TRUSTEE,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 12TH *day of* DECEMBER,1923.

MY COMMISSION EXPIRES 1/6/1927 (SEAL) C.B.TUCKER.

Notary Public.

REC.DEC.17,1923 AT 10:24 A.M. M.S.R.S. 1008.

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.