NUMBER 66434. E. C. SCRUGGS ET UX. TO R. G. POWELL ET UX. RECORDED OCTOBER 17, 1924.

For and in Consideration *of the sum of* ($ 1101.00) *DOLLARS,*

- - - ELEVEN HUNDRED AND ONE- -

OF WHICH ONE DOLLAR ($1.00) HAS BEEN PAID IN CASH BY R. G. POWELL AND WIFE IRENE POWELL THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED AND FOR THE REMAINING $1100.00 THE SAID R. G. POWELL AND WIFE IRENE POWELL HAVE EXECUTED AND DELIVERED TO US THEIR 55 PROMISSORY NOTES OF EVEN DATE HEREWITH FOR $20.00 EACH. THE FIRST ONE FALLING DUE MAR. 23, 1925 AFTER DATE AND ONE ON THE 23RD DAY OF EACH AND EVERY MONTH THEREAFTER UNTIL ALL THE 55 NOTES WITH INTEREST HAVE BEEN PAID AND TO SECURE THE PAYMENT OF SAID NOTES WITH INTEREST A LIEN IS RETAINED ON THE LAND HEREIN CONVEYED.

Witness 1 to Signature of Grantor

The ... Note ... has been paid in full to ... and the lien retained upon the within described property, held to secure the payment of said note, is hereby released. This ... day of ... 1924.

Attest: T. Ba... Deputy Register

FOURTH & FIRST BANK BRANCH
NASHVILLE TRUST COMPANY
BY ... ASST. SECTY.

In case any one of said notes remains unpaid for 2 months after its maturity, all of the notes then unpaid shall immediately become due and payable; and said E. C. SCRUGGS, 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 E. C. SCRUGGS, 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 E. C. SCRUGGS, 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 or concerning the protection and the enforcement of the rights and interests of said E. C. SCRUGGS 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 E. C. SCRUGGS, 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 secured, and for the protection of the rights of said E. C. SCRUGGS, 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 R. G. POWELL AGREES TO KEEP THE BUILDING INSURED IN SOME RELIABLE INSURANCE COMPANY TO FURTHER SECURE THE ABOVE DEBT.

Witness 1 to Signature of Grantor

The ... Note ... has been paid in full to ... and the lien retained upon the within described property, held to secure the payment of said note, is hereby released. This ... day of ... 1924.

Attest: T. Ba... Deputy Register

We E. C. SCRUGGS AND WIFE ELIZABETH S. SCRUGGS

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

R. G. POWELL AND WIFE IRENE POWELL, THEIR

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

BEGINNING AT THE NORTH EAST CORNER OF THE JOHN C. SHUMATE TRACT AT A POINT IN THE CENTER OF THE BRICK CHURCH PIKE, THENCE SOUTH 76¾° WEST 1391 FT. TO A POINT AT JOHN C. SHUMATE'S NORTH WEST CORNER. THENCE NORTH 24¾° WEST 192-7/10 FT. TO A POINT. THENCE NORTH 76¾° EAST 1[illegible] FT. TO A POINT IN THE CENTER OF THE BRICK CHURCH PIKE. THENCE SOUTH 17½° EAST 192-7/10 FT. TO THE BEGINNING. IN THE 12TH CIVIL DISTRICT OF DAVISON CO. AND BEING PART OF THE LAND PURCHASED BY US OF S. F. SATTERWHITE AND WIFE LUCY B. SATTERWHITE BY DEED OF RECORD IN BOOK 405 PAGE 6[illegible].

To Have and to Hold *the said tract or parcel of land, with the appurtenances, estate, title, and interest thereto belonging, to the said* R. G. POWELL AND WIFE IRENE POWELL THEIR

heirs and assigns, forever. And WE *do covenant with the said* R. G. POWELL AND WIFE IRENE POWELL *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

do further covenant and bind OURSELVES, OUR *heirs and representatives, to warrant and forever defend the title to said land to the said*

R. G. POWELL AND WIFE IRENE POWELL, THEIR

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

Witness OUR *handS, this* 23RD *day of* MAY ~~1925~~ 1924.

Witness

E. C. SCRUGGS

ELIZABETH S. SCRUGGS

ROY GULL POWELL

MAY IRENE POWELL

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* E. C. SCRUGGS AND ELIZABETH S. SCRUGGS

the bargainorS, with whom I am personally acquainted, and who acknowledged that THEY *executed the annexed instrument for the purposes therein contained.*

And ELIZABETH S. SCRUGGS, WIFE *of the said* E. C. SCRUGGS *having personally appeared before me privately and apart from her husband, the said* ELIZABETH S. SCRUGGS, *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 23RD *day of* MAY 1924.

(SEAL) C. B. TUCKER
Notary Public.

MY COMMISSION EXPIRES 1/6/1927.

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 OCTOBER 6, 1924, 9:45 A.M.