NUMBER 52199. LEO. LEBKUECHER ,TR. TO BLANCHE LEBKUECHER, RECORED SEPT,19.1923.

FOR AND IN CONSIDERATION of the sum of FIFTEEN THOUSAND ($15,000.00) DOLLARS, paid and to be paid by BLANCHE LEBKUECHER,AN UNMARRIED WOMAN, as follows:

THE SAID BLANCHE LEBKUECHER

has executed 150 promissory note S for $100.00 (ONE HUNDRED) Dollars each of even date herewith, payable to the order of , and bearing six per cent interest from DATE, with lien retained on the property herein conveyed to secure their payment. The first one of said notes falls due NOVEMBER 1,1923, and the others THE FIRST OF EACH SUCCEEDING MONTH, thereafter until all are paid.

I, LEO. LEBKUECHER,TRUSTEE,

have bargained and sold, and by these presents do transfer and convey, unto the said BLANCHE LEBKUECHER ,TO HER SOLE AND SEPARATE ESTATE,FREE FROM THE DEBTS,OBLIGATIONS OR ENCUMBRANCES OF ANY FUTURE HUSBAND,SHE MAY HAVE HER heirs, a certain tract or parcel of land in DAVIDSON, County, State of Tennessee, as follows:

BEGINNING AT THE NORTHEAST CORNER OF THE JORDAN TRACT AN IRON PIN AND BOX ELDER,OPPOSITE AND EAST OF THE CENTER OF MILL CREEK RUNS SOUTH 13½ DEGREES EAST,PASSING THE CENTER OF THE ROAD AT 5 POLES,AND CONTINUING WITH THE CENTER OF THE ROAD IN ALL,68½ POLES TO A POINT,THE ANGLE OF THE ROAD,AND IN LINE WITH THE WEST SIDE OF THE ROAD AS CONTINUED,THENCE SOUTH 9½ DEGREES WEST WITH THE WEST SIDE OF THE ROAD 39 POLES TO THE SOUTHEAST CORNER OF THIS TRACT,THENCE NORTH 86 DEGREES WEST 80½ POLES TO THE CORNER OF A FENCE AND STONE WALL,THENCE WITH SAID STONEWALL,N. 9½ DEGREES EAST 90 POLES TO THE LOW WATER MARK OF CUMBERLAND RIVER,THENCE UP THE RIVER,NORTH 79½ DEGREES EAST,PASSING MOUTH OF MILL CREEK AT ABOUT 23 POLES,CONTINUING UP CENTER OF MILL CREEK IN ALL 58 POLES TO THE BEGINNING,CONTAINING 45 ACRES,INCLUDING TENNESSEE CENTRAL RAILROAD RIGHT OF WAY BEING THE SAME PROPERTY THIS DAY PURCHASED FROM I C JORDAN AND WIFE AND THE FOLLOWING TRACT:BEGINNING AT THE NORTHEAST CORNER OF THE MARK OF CUMBERLAND RIVER,THENCE DOWN THE RIVER IN A SOUTHWESTERLY DIRECTION ABOUT 37 POLES TO THE MOUTH OF MILL CREEK,THENCE N. 79½ DEGREES EAST UP THE CENTER OF MILL CREEK 35 POLES TO THE BEGINNING,AND BEING ALL THE LAND LYING BETWEEN THE JORDAN TRACT AND THE LOW WATER MARK OF CUMBERLAND RIVER AND CONTAINING ABOUT 1½ ACRES,BEING THE SAME PROPERTY THIS DAY QUITCLAIMED TO ME.

of the Jordan tract running north 13½ degrees, West, about 12 poles to low water

TO HAVE AND TO HOLD the said tract or parcel of land with the appurtenances, estate, title, and interest thereto belonging, to the said BLANCHE LEBKUECHER,HER heirs and assigns, forever. And I do covenant with the said BLANCHE LEBKUECHER, that I AM lawfully seized and possessed of said land in fee simple, have a good right to convey it, and the same is unencumbered

And I do further covenant and bind MYSELF,MY heirs and representatives to warrant and forever defend the title to said land to the said BLANCHE LEBKUECHER,EXCEPT AS TO THE 1½ ACRE,TRACT HEREIN CONVEYED,WHICH IS SIMPLY QUITCLAIMED AND NOT WARRANTED,HER heirs and assigns, against the lawful claims of all persons whomsoever.

But this conveyance is upon the following conditions, which are a part of the consideration thereof, without which this conveyance would not have been made—viz:

It is expressly agreed by and between the said BLANCHE LEBKUECHER, and LEO. LEBKUECHER,TRUSTEE, that if any of said notes shall at any time be unpaid, either in whole or in part, THREE months after maturity, all of the notes shall thereupon become due.

The said BLANCHE LEBKUECHER, agrees to keep the BUILDINGS, on property conveyed insured to the amount of THREE THOUSAVND, Dollars, payable to the said LEO LEBKUECHER ,TRUSTEE, as collateral security to said notes, and to pay all taxes when due; and the said BLANCHE LEBKUECHER, further agree, that if SHE fail to keep the said BUILDINGS, insured or to pay any taxes as agreed, the said LEO LEBKUECHER,TRUSTEE, or the lawful holder of said notes, may have the building insured, or may pay the taxes; and in either event the amount paid shall become part of the indebtedness secured by the lien herein reserved, and shall bear interest from the date of payment. If the said BLANCHE LEBKUECHER, shall fail to repay any premium or taxes and interest within TWO, months from the payment thereof by the said LEO LEBKUECHER,TRUSTEE, such failure shall render all of said notes due at the expiration of such time.

The said BLANCHE LEBKUECHER, further agree, that if said notes become due upon any contingency hereinbefore stated, the said LEO LEBKUECHER,TRUSTEE, or the lawful owner of said notes then unpaid, after advertising once a week for at least three weeks in some newspaper published in Davidson County, the first publication to be made at least twenty days before the sale, shall have authority to sell the property conveyed, by public auction, at the south door of the Courthouse in Nashville, Tennessee, to the highest bidder, for cash, free from the rights of redemption, homestead, and dower; to execute a conveyance to the purchaser; and to apply the proceeds of sale—

First to the payment of any taxes that may be a lien on the property; second, to the payment of all expenses incident to advertising and selling; third, to the satisfaction of the indebtedness secured by said vendor's lien; and, last, any balance shall be paid to the said BLANCHE LEBKUECHER, or HER legal representatives.

The said BLANCHE LEBKUECHER, further agree, that the said LEO LEBKUECHER,TRUSTEE, may execute the power of sale herein contained without giving bond or taking oath; that the said LEO LEBKUECHER,TRUSTEE, or the lawful owner of any of the notes herein secured, may bid at any sale under said power; and that if the said LEO LEBKUECHER,TRUSTEE, becomes the purchaser, the person holding the office of County Court Clerk for said county shall have authority to convey the property to the said LEO LEBKUECHER,TRUSTEE, and the said BLANCHE LEBKUECHER, further agree, that in the event of a sale of said property under and by virtue of this deed, then the said THE PURCHASER MAY RE-ENTER AND TAKE POSSESSION OF THE PROPERTY WITHOUT HINDRANCE OR DELAY, and all persons holding under them, shall be and become the tenants at will of the purchaser of the same, from and after the execution and delivery of a deed to such purchaser, said tenancy to be determined at the option of said purchaser upon five days written notice.

In Witness Whereof, I hereunto set MY signature, this 7TH day of SEPTEMBER,1923.

LEO LEBKUECHER,TRUSTEE.

As evidence of MY ratification and acceptance of the foregoing terms and conditions, I join herein and subscribe MY name hereto.

This 7TH day of SEPTEMBER,1923.

BLANCHE LEBKUECHER.

ACKNOWLEDGMENT BEFORE NOTARY PUBLIC.

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, HELEN SCOTT, a Notary Public in and for said County and State, the within named BLANCHE LEBKUECHER,AN UNMARRIED WOMAN,AND LEO LEBKUECHER,TRUSTEE, the bargainor, with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And

of the said

having appeared before me privately and apart from husband, the said acknowledged the execution of the said instrument to have been done by freely, voluntarily, and understandingly, without compulsion or constraint from said husband, and for the purposes therein expressed.

Witness my hand and official seal, at Nashville, Tennessee, this 7TH day of SEPTEMBER, 192 3.

U.S.R.S.$1.5.00.
RECSEPT ,8,1923 AT 11;51 A.M.

[Seal] HELEN SCOTT, Notary Public.