NUMBER 76375.. WILLIAM BUCKINGHAM, ET UX TO ARTHUR M.WILDER, ET UX RECORDED JULY,14,1925.

For and in Consideration *of the sum of* ($ 913.40, NINE HUNDRED AND THIRTEEN AND 40/100,,) / / *DOLLARS,*

PAID AND TO BE PAID BY ARTHUR M.WILDER,AND WIFE,MARY M.WILDER,AS FOLLOWS:,TWO HUNDRED,($200.) DOLLARS,CASH IN HAND PAID TO US,THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED,AND FOR THE REMAINDER,,THE SAID ARTHUR M.WILDER AND WIFE,MARY M.WILDER HAVE ASSUMED AND AGREE TO PAY FIFTY EIGHT (58)MONTHLY NOTES FOR TWELVE ($12.00),DOLLARS,EACH,DATED NOVEMBER,13TH,1924, PAYABLE TO THE ORDER OF COCKRILL-RIGGAN REALTY COMPANY AND SIGNED BY WILLIAM BUCKINGHAM;- AND WIFE,IDA MAY BUCKINGHAM,AND SECURED BY A DEED OF TRUST ON THE PROPERTY HEREIN CONVEYED, WHICH IS OF RECORD IN BOOK,640,PAGE,416,R.O.D.C.TENN.ALL OF SAID NOTES BEAR SIX PER CENT, INTEREST FROM DATE,BUT THE INTEREST HAS BEEN CALCULATED AND ADDED IN THE FACE OF EACH NOTE, THE FIRST ONE OF SAID NOTES WAS DUE FEBRUARY,13TH,1925,AND WAS FOR $15.48 AND EACH SUCCEEDING NOTE DECREASES SIX CENTS,THE LAST NOTE BEING FOR $12.06.THE TOTAL PAST DUE INTEREST TO THIS DATE BEING $17.40.

In case any one of said notes remains unpaid for THREE months after its maturity, all of the notes then unpaid shall immediately become due and payable; and said , 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 , 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 , 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 interest of said , 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 , 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 , 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.

WE,WILLIAM BUCKINGHAM,AND WIFE IDA MAY BUCKINGHAM,

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

ARTHUR M.WILDER AND WIFE,MARY M.WILDER,THEIR,

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

BEING LOTS NUMBERS TWO HUNDRED AND FIFTY ONE (251)AND TWO HUNDRED AND FIFTY THREE(253), SUNRISE HEIGHTS,SECOND PLAN,AS OF RECORD IN BOOK,421,PAGE,46,R.O.D.C.TENN... SAID LOTS JOIN AND FRONT TOGETHER ONE HUNDRED (100)FEET ON THE NORTHERLY SIDE OF RAYMOND STREET,AND EXTEND BACK NORTHWARDLY BETWEEN PARALLEL LINES ONE HUNDRED AND FIFTY(150)FEET TO AN ALLEY.THIS IS THE SAME PROPERTY CONVEYED TO THE SAID WILLIAM BUCKINGHAM,AND WIFE, IDA MAY BUCKINGHAM,BY A.P.MAYS,AND WIFE,FANNIE M.HAYES,BY DEED DATED OCTOBER,10TH,1923, AND RECORDED IN BOOK,623,PAGE 389,R.O.D.C.TENN..THE SAID ARTHUR M.WILDER AND WIFE,MARY M. WILDER ASSUME AND AGREE TO PAY THE TAXES ON THE PROPERTY HEREIN CONVEYED FOR THE YEAR 1925.

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

ARTHUR M.WILDER AND WIFE MARY M.WILDER ,THEIR,

heirs and assigns, forever. And WE, *do covenant with the said* ARTHUR M.WILDER,AND WIFE,MARY M.WILDER, *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,WILLIAM BUCKINGHAM,AND WIFE,IDA MAY BUCKINGHAM,

do further covenant and bind OURSELVES,OUR, *heirs and representatives, to warrant and forever defend the title to said land to the said* ARTHUR M.WILDER AND WIFE,MARY M.WILDER, THEIR,

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

Witness OUR, *hand* S, *this* 15TH, *day of* JUNE,1925.

Witness WM.BUCKINGHAM..

IDA MAY BUCKINGHAM..

State of Tennessee,

DAVIDSON COUNTY.

Personally appeared before me, W.T.GAITHER,, *a Notary Public in and for said County and State, the within-named....* WILLIAM BUCKINGHAM AND WIFE IDA MAY BUCKINGHAM,, *the bargainor....S., with whom I am personally acquainted, and who acknowledged that* THEY,,, *executed the annexed instrument for the purposes therein contained.*

And IDA MAY BUCKINGHAM,WIFE, *of the said* WILLIAM BUCKINGHAM,,, *having personally appeared before me privately and apart from her husband, the said* IDA MAY BUCKINGHAM,, *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 15 *day of* JUNE,,1925.

MY COM.EXPIRES,OCT,21,1928.

U.S.R.S. 50 CTS..

RECD.JUNE,25,1925 AT 9;17 A.M.

(SEAL) W.T.GAITHER,,

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.