NUMBER 79656, RECORDED OCT. 12,1925, GEO. I. WADDEY JR. TO ROBERT VICTOR WEAKLEY ET UX

For and in Consideration *of the sum of* ($ 1000.00) ONE THOUSAND *DOLLARS,*
PAID AND TO BE PAID BY ROBERT VICTOR WEAKLEY AND PATSEY WADDEY WEAKLEY, AS FOLLOWS. ONE HUNDRED DOLLARS ($100.00) CASH IN HAND PAID THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED. AND FOR THE REMAINDER THE SAID ROBERT VICTOR WEAKLEY AND PATSEY WADDEY WEAKLEY HAVE THIS DAY EXECUTED THEIR FORTY-SEVEN (47) JOINT PROMISSORY NOTES PAYABLE TO THE ORDER OF THEMSELVES AND ENDORSED BY EACH OF THEM 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 47 INCLUSIVE ARE EACH IN THE SUM OF TEN DOLLARS ($10.00) AND BEAR 6% INTEREST FROM DATE.NOTE NO. 8 FALLS DUE ON OR BEFORE JULY 12, 1925, AND THE OTHERS ON OR BEFORE THE 12TH 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 O THE PROPERTY HEREIN CONVEYED IT IS AGREED AND UNDERSTOOD THAT THE $500.00 NOTE MENTIONED ABOVEHAS PRIORITY OVER ALL OTHER NOTES MENTIONED IN THIS DEED AND IS A FIRST MORTGAGE ON THE WITHIN DESCRIBED PROPERTY.

Received for Registration this 10, Sept, 1925 at 10:10 A.M. and duly Registered in Book 658 page 57 Register's Office for Davidson County, Tenn.

The ... has been paid in full, to ... this the ... day of ... 1925.
... hereby release the lien retained upon the within described property, held by ... to secure the payment of said ... Witness ... this ... day of ... 1925.
Attest: ... By ...

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 JR. , 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 JR , 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 JR , 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 GEO. I. WADDEY JR. , 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 JR. , 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 JR. , 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 ROBERT VICTOR & PATSEY WADDEY WEAKLEY AGREES TO KEEP THE BUILDING INSURED IN SOME RELIABLE INSURANCE COMPANY TO FURTHER SECURE THE ABOVE DEBT.

I declare that I am the true and lawful holder of the debts secured by the ... recorded, and hereby acknowledge the satisfaction thereof and discharge the lien retained upon the same. Witness my hand this ... day of ... 1925.
... Register.

I, GEO. I. WADDEY JR. UNMARRIED
have this day bargained and sold, and by these presents do transfer and convey, unto the said ROBERT VICTOR WEAKLEY AND WIFE PATSEY WADDEY WEAKLEY THEIR

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

BEING LOTS NOS. 23, 38 AND 39 ON THE PLAN OF GEORGE I. WADDEY'S SUBDIVISION OF BLOCKS 16 AND 26 OF MIDWAY AS OF RECORD IN BOOK NO. 421, PAGE 55, OF THE REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE.

SAID LOTS NOS. 23, 38 AND 39 FRONT 50 FEET EACH ON THE SOUTHERLY SIDE OF EDEN STREET AND RUN BACK BETWEEN PARALLEL LINES 140 FEET TO AN ALLEY.

AND BEING THE SAME PROPERTY CONVEYED TO GEO. I. WADDEY JR., BY GEORGE LOVE AND WIFE, ANNIE E.B. LOVE AS OF RECORD IN BOOK NO. 658, PAGE 57, OF THE REGISTER'S OFFICE FOR DAVID 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* ROBERT VICTOR WEAKLEY AND WIFE PATSEY WADDEY WEAKLEY THEIR

heirs and assigns, forever. And I *do covenant with the said* ROBERT VICTOR WEAKLEY AND PATSEY WADDEY WEAKLEY *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, GEO. I. WADDEY JR., *do further covenant and bind* MYSELF, MY *heirs and representatives, to warrant and forever defend the title to said land to the said* ROBERT VICTOR WEAKLEY AND WIFE PATSEY WADDEY WEAKLEY THEIR *heirs and assigns, against the lawful claims of all persons whomsoever.*

Witness MY *hand, this* 12TH *day of* JUNE, 1925.

Witness GEO. I. WADDEY JR.

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 JR. UNMARRIED *the bargainor, with whom I am personally acquainted, and who acknowledged that* HE *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 15TH *day of* JUNE, 1925.

(Seal) C.B. TUCKER *Notary Public.*

COM. 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.$1.00
REC'D SEPT. 14,1925 AT 10:10 A.M.