NUMBER 85716 GEO.I.WADDEY JR. ET AL TO IVY NORTH,ET UX,RECORDED MCH. 9,1926

For and in Consideration *of the sum of* ($ 450.00) FOUR HUNDRED & FIFTY *DOLLARS,*

PAID AND TO BE PAID BY IVY NORTH AND LILLIE W.NORTH,AS FOLLOWS. FIFTY DOLLARS ($50.00) CASH IN HAND PAID,THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED.AND FOR THE REMAINDER ,THE SAID IVY NORTH AND LILLIE W.NORTH,HAVE THIS DAY EXECUTED THEIRTY FORTY-SEVEN (47) JOINT PROMISSORY NOTES,PAYABLE TO THE ORDER OF GEO.I.WADDEY, JR.,AS FOLLOWS. NOTE NO. 1 IS IN THE SUM OF W TWO HUNDRED DOLLARS ($200.00) AND FALLS DUE THREE YEARS AFTER DATE. NOTES NOS. 2 TO 7 INCLUSIVE ARE EACH IN THE SUM OF SIX DOLLARS ($6.00), 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 FIVE DOLLARS ($5.00), AND BEAR 6% INTEREST FROM DATE. NOTE NO.8 FALLS DUE ON OR BEFORE MARCH 17,1926,AND THE OTHERS ON OR BEFORE THE 17TH 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 XX ON THE PROPERTY HEREIN CONVEYED.IT IS AGREED AND UNDERSTOOD THAT THE $200.00 NOTE MENTIONED ABOVE HAS PRIORITY OVER ALL OTHER NOTES MENTIONED IN THIS DEED,AND IS A FIRST MORTGAGE ON THE WITHIN DESCRIBED PROPERTY.AND THE SAID IVY NORTH AND LILLIE W.NORTH,HEREBY ASSUME AND AGREE TO PAY THE 1926 % TAXES ON THE PROPERTY HEREIN CONVEYED.

The entire debt secured herein having been paid in full to me the lawful owner and holder thereof, I hereby release the lien on the within described property, held to secure the payment of said debt. This 13 day of Dec. 1928
Attest: C.D. Taft Jr. Eugenie Phillips
Deputy Register

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 XXXXX , 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 IVY NORTH & LILLIE W.NORTH AGREES TO KEEP THE BUILDING INSURED IN SOME RELIABLE INSURANCE COMPANY TO FURTHER SECURE THE ABOVE DEBT.

I, GEO.I.WADDEY JR.,UNMARRIED;GEO.I.WADDEY JR.,EXECUTOR ,AS RECORDED IN WILL BOOK NO.42,PAGE 58 COUNTY COURT GEO.I.WADDEY JR. , ATTORNEY IN FACT FOR BETTIE E.WADDEY;CORRINE WADDEY PICKENS AND HUSBAND,DAVID R.PICKENS;BESSIE WADDEY PINNER AND HUSBAND D.H.PINNER; AND NELLIE A. WADDEY, AS RECORDED IN BOOK NO.66 , PAGE 9, OF THE REGISTER'S OFFICE FOR DAVIDSON COUNTY;TENNESSEE: ~~have this day bargained and sold, and by these presents do transfer and convey, unto the said~~ GEO.I.WADDEY JR,, BETTIE E.WADDEY,CORINNE WADDEY PICKENS,BESSIE WADDEY PINNER AND NELLIE A. WADDEY, BEING THE SOLEHEIRS AT LAW OF GEO.I.WADDEY, DECEASED,HAVE THIS DAY BARGAINED AND SOLD, AND BY THESE PRESENTS DO ~~XXXXXX~~ TRANSFER AND CONVEY UNTO THE SAID IVY NORTH ANDWIFE,LILLIE ~~heirs and assigns, a certain tract or parcel of land in Davidson County, State of Tennessee, as follows:~~ W.NORTH,THEIR HEIRS AND ASSIGNS, A CERTAIN TRACT OR PARCEL OF LAND IN DAVIDSON COUNTY,STATE OF TENNESSEE, AS FOLLOWS:

BEING THE NORTH ONE HALF OF LOT NO.365 IN MCGAVOCK AND;METMORE'S SECOND ADDITION TO NASHVILLE,KNOWN AS AN ADDITION TO THE TOWN OF MCGAVOCK,ASPER PLAN OF RECORD IN BOOK NO.21,PAGE 41 ,OF THE REGISTER'S OFFICE FOR DAVIDSON COUNTY,TENNESSEE.

SAID PART OF SAID LOT NO.365 FRONTS 50 FEET ON THE EAST SIDE OF 17TH AVENUE NORTH,FORMERLY JAMES STREET, AND EXTENDS BACK,BETWEEN PARALLEL LINES,170 FEET TO AN ALLEY. AND BEING PART OF THE SAME PROPERTY CONVEYED TO GEO.I.WADDEY, BY R. R.OGILVIE AND WIFE,MINNIE P, OGILVIE ,AS OF RECORD IN BOOK NO.368., PAGE 276, OF THE REGISTER'SOFFICE FOR SAID COUNTY.

THE SAID IVEY NORTH AND LILLIE W.NORTH,JOIN HEREIN FOR THE PURPOSE OFRATIFYING AND ACCEPTING THE WITHIN TERMS AND CONDITIONS.

To Have and to Hold *the said tract or parcel of land, with the appurtenances, estate, title, and interest thereto belonging, to the said* IVY NORTH AND WIFE, LILLIE W.NORTH,THEIR *heirs and assigns, forever. And* I *do covenant with the said* IVY NORTH AND LILLIE W.NORTH *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, *do further covenant and bind* MYSELF, MY *heirs and representatives, to warrant and forever defend the title to said land to the said* IVY NORTH AND WIFE, LILLIE W.NORTH, THEIR *heirs and assigns, against the lawful claims of all persons whomsoever.*

Witness MY *hand , this* 17TH *day of* FEBRUARY 1925

Witness

BETTIE E.WADDEY
CORRINNE WADDEY PICKENS
DAVID R.PICKENS
BESSIE WADDEY PINNER
D.H.PINNER
NELLIE A.WADDEY

GEO.I.WADDEY JR.
GEO.I.WADDEY JR. EXECUTOR
BY GEO.I.WADDEY JR.
ATTORNEY IN FACT
IVY NORTH
LILLIE NORTH

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,GEO.I.WADDEY JR.EXECUTOR AND GEO.I.WADDEY, Jr., ATTORNEY IN FACT, AND IVY NORTH AND LILLIE W.NORTH *the bargainor S., with whom I am personally acquainted, and who acknowledged that* THEY *executed the annexed instrument for the purposes therein contained.*

And LILLIE W.NORTH,WIFE *of the said* IVY NORTH *having personally appeared before me privately and apart from her husband, the said* LILLIE W.NORTH *, 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 18TH *day of* FEBRUARY

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

MY COMMISSION EXPIRES 1/2/1927

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.$3.50

REC'D. FEB.18,1926 AT 12:20 P.M.