NUMBER 94796. RECORDED NOVEMBER 23RD. 1926.

For and in Consideration *of the sum of* ($ 6,300.00) SIXTY THREE HUNDRED AND NO/100. */ DOLLARS,*

PAID AND TO BE PAID BY ALLEN B. CURTIUS AND WIFE ROSALIE CURTIUS , AS FOLLOWS.
ONE THOUSAND ($1000.00) DOLLARS CASH IN HAND PAID TO ME , J. BYRON WRIGHT , THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED ; AND THE SAID ALLEN B. CURTIUS AND WIFE ROSALIE CURTIUS HAVE ASSUMED AND AGREE TO PAY AN OBLIGATION IN THE SUM OF THREE THOUSAND ($3,000.00) DOLLARS , AS RECITED IN A DEED OF TRUST TO THE PRUDENTIAL INSURANCE CO; OF AMERICA ----------, BEARING INTEREST AT THE RATE OF 5½ PER CENT PER ANNUM . PAYABLE SEMI-ANNUALLY , DUE THREE YEARS FROM ITS DATE AS OF RECORD IN BOOK 683 PAGE 115 R.O.D.C. TENN.,
AND IN ADDITION THERETO THE SAID ALLEN B. CUTTIUS AND WIFE ROSALIE CURTIUS HAVE EXECUTED THEIR TWENTY SEVEN (27) JOINT PROMISSORY LIEN NOTES , AS FOLLOWS;
THE FIRST NOTE BEING FOR THE SUM OF ONE THOUSAND ($1000.00) DOLLARS , DATED AUGUST 25TH ,1926 AND DUE ON OR BEFORE SEPTEMBER 17TH 1926, AND THE REMAINING TWENTY SIX (26) NOTES ARE OF EVEN DATE HEREWITH AND ARE FOR THE SUM OF FIFTY ($50.00) DOLLARS EACH, BEARING INTEREST AT THE RATE OF SIX PER CENT PER ANNUM FROM DATE AND THE FIRST ONE OF SAID SERIES OF FIFTY DOLLAR NOTES IS TO FALL DUE ON OR BEFORE OCTOBER 1ST ,1926, AND THE OTHERS ON OR BEFORE THE FIRST DAY OF EACH SUCCEEDING MONTH THEREAFTER UNTIL ALL SHALL HAVE MATURED AND THE ENTIRE SERIES OF TWENTY SEVEN NOTES ARE PAYABLE TO THE ORDER OF J.BYRON WRIGHT , AND A LEIN IS HEREBY EXPRESSLY RETAIN TO SECURE THE PAYMENT OF THE ENTIRE DEBT.

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 J.BYRON WRIGHT , 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 J. BYRON WRIGHT , 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 J.BYRON WRIGHT , 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 J.BYRON WRIGHT , 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 J.BYRON WRIGHT , 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 J.BYRON WRIGHT , 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.

IN THE EVENT OF A SALE OF SAID PROPERTY UNDER AND BY VIRTURE OF THE ABOVE EXPRESSED AGREEMENT ,THE SAID ALLEN B. CURTIUS AND WIFE ROSALIE CURTIUS 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 NOTICCE.
J.BRRON WRIGHT AND WIFE LILLIE WRIGHT.

have this day bargained and sold, and by these presents do transfer and convey, unto the said ALLEN B. CURTIS AND WIFE ROSALIE CURTIUS. THEIR

heirs and assigns, a certain tract or parcel of land in Davidson County, State of Tennessee, as follows: BEING LOT NUMBER ONE HUNDRED AND THIRTY THREE (133) ON THE MAP OF THE BRANSFORD REALTY& COMPANYS SUBDIVISION OF THE EDGAR JONES HOME PLACE ,AS OF RECORD IN BOOK 421 , PAGE 7, REGISTERS OFFICE FOR DAVIDSON COUNTY TENNESSEE.
SAID LOT NO. 133 FRONTS SIXTY (60) FEET ON THE NORTHERLY SIDE OF LONG AVENUE , NOW BLAIR BOULEVARD , AND RUNS BACK BETWEEN PARALLEL LINES ONE HUNDRED AND FIFTY FOUR AND TWO TENTHS (154.2) FEET ON THE WEST LINE AND ONE HUNDRED AND FIFTY FIVE AND SIX TENTHS (155.6) FEET ON THE EAST LINE TO AN ALLEY.
AND BEING THE SAME PROPERTY CONVEYED TO J. BYRON WRIGHT BY DEED OF J.W.VAUGHN AND WIFE ELIZABETH C. VAUGHN , BY DEED DATED AUGUST 25TH , 1925, AND RECORDED IN BOOK 689. PAGE 656, R.O.D.C. TENN.
SAID BYRON WRIGHT AGREES TO PAY THE TAXES FOR THE YEAR 1926.
THE SAID ALLEN B. CURTIUS AND WIFE ROSALIE CURTIUS HAVE AGREED TO CARRY $4300.00 FIRE INSURANCE PROTECTION IN A RELIABLE FIRE INSURANCE COMPANY OPERATING IN TENNESSEE.

Received for Record this 27 day of Nov. 1926 at 8:00 A.M. and recorded in Book 689 page 224
Attest: E. B. Fuqua, Deputy Register

The lien retained in the within deed of trust to J. Byron Wright, as described herein, having been paid in full to me, this 30 day of Sept. 1926, I hereby release the lien retained upon the within described property held to secure the payment of said note.
This 27 day of Sept. 1926.
Attest: E. B. Fuqua, Deputy Register
By J. Byron Wright

The lien retained in the within deed of trust to J. Byron Wright, as described herein, having been paid in full to me, this 30 day of Sept. 1926, I hereby release the lien retained upon the within described property held to secure the payment of said note.
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To Have and to Hold *the said tract or parcel of land, with the appurtenances, estate, title, and interest thereto belonging, to the said* ALLEN B. CURTIUS AND WIFE ROSALIE CURTIUS THEIR,

heirs and assigns, forever. And WE *do covenant with the said* ALLEN B. CURTIUS AND WIFE ROSALIE CURTIUS *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, J.BYRON WRIGHT AND WIFE LILLIE WRIGHT,

do further covenant and bind OURSELVES,OUR *heirs and representatives, to warrant and forever defend the title to said land to the said* ALLEN B. CURTIUS AND WIFE ROSALIE CURTIUS

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

Witness OUR *hand* S , *this* 25TH *day of* AUGUST ,1926.

Witness J. BYRON WRIGHT
LILLIE WRIGHT
----------,
----------,

State of Tennessee,
DAVIDSON COUNTY.

Personally appeared before me, JOHN W. BEASLEY *, a Notary Public in and for said County and State, the within-named* J.BYRON WRIGHT AND WIFE LILLIE WRIGHT *the bargainorS, with whom I am personally acquainted, and who acknowledged that* THEY *executed the annexed instrument for the purposes therein contained.*

And LILLIE WRIGHT WIFE *of the said* J.BYRON WRIGHT *having personally appeared before me privately and apart from her husband, the said* ~~XXXXXXXXXXXXXXXX~~ LILLIE WRIGHT *, 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 26TH *day of* AUGUST , 1926.

(SEAL) JOHN W. BEASLEY *Notary Public.*
MY COMMISSION EXPIRES APRIL 9TH 1926 .

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.*

RECEIVED SEPT. 30TH 1926. AT 11_55 A.M.