NUMBER 13298 RECORDED MAY 20, 1927 L. D. EATON ET UX TO L. D. HOWSE.

For and in Consideration *of the sum of* ($ 300.00) THREE HUNDRED AND NO/100 *DOLLARS,*
PAID AND TO BE PAID TO US BY L. D. HOWSE, AS FOLLOWS:

EIGHTY SEVEN ($87.00) DOLLARS CASH IN HAND PAID, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED AND FOR THE REMAINDER, THE SAID L. D. HOWSE HAS EXECUTED HIS FORTY TWO (42) MONTHLY NOTES OF EVEN DATE HEREWITH, PAYABLE TO THE ORDER OF L. D. EATON, THE FIRST 41 BEING FOR FIVE DOLLARS EACH, AND THE LAST ONE FOR EIGHT DOLLARS, ALL BEARING SIX PERCENT INTEREST FROM DATE AND A LIEN IS RETAINED ON THE PROPERTY HEREIN CONVEYED TO SECURE THE SAID NOTES AND INTEREST.

The entire debt secured herein having been paid in full ~~we~~ the lawful ~~owner and~~ holder thereof, ~~I~~ hereby release the lien on the within described property, held to secure payment of said debt. This 19th day of July 1927
Attest: P. Donivan Deputy Register
By D. Cockrill Duncan Clerk
By L. V. Hudgens, D.C.

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 L. D. EATON, 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 L. D. EATON, 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 L D EATON, 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 L. D. EATON, 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 L. D. EATON, 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 L. D. EATON, 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 VIRTUE OF THE ABOVE EXPRESSED AGREEMENT THE SAID L. D. HOWSE AND ALL PERSONS HOLDING UNDER HIM 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.

WE, L. D. EATON AND WIFE LENA S. EATON
have this day bargained and sold, and by these presents do transfer and convey, unto the said

L. D. HOWSE, HIS

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

BEING LOT NUMBER FIFTEEN (15) IN THE SUBDIVISION OF LOT NO. 22, BOYD, MCNAIRY PLAN, WHICH IS OF RECORD IN BOOK____, PAGE_____, R. O. D. C. TENN.

SAID LOT NO. 15 FRONTS FIFTY (50) FEET ON THE WEST SIDE OF 27TH AVENUE NORTH, AND EXTENDS BACK WESTWARDLY, BETWEEN PARALLEL LINES, ONE HUNDRED AND SIXTEEN (116) FEET TO AN ALLEY.

THIS IS PART OF THE SAME PROPERTY DECREED TO THE SAID L. D. EATON BY CHANCERY COURT OF NASHVILLE, TENNESSEE, JULY 13TH, 1914.

THE SAID L. D. HOWSE ASSUMES AND AGREES TO PAY THETAXES ON THE PROPERTY HEREIN CONVEYED FOR THE YEAR 1927.

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

L. D. HOWSE, HIS

heirs and assigns, forever. And WE *do covenant with the said* L. D. HOWSE *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, L. D. EATON AND WIFE LENA S. EATON

do further covenant and bind OURSELVES OUR *heirs and representatives, to warrant and forever defend the title to said land to the said* L. D. HOWSE,

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

Witness OUR *hand* S, *this* 14TH *day of* FEBRUARY, 1927.

Witness J. WHITE SUMMER
LAVINIA C. FRIES

L. D. EATON
LENA S. EATON

State of ~~Tennessee~~ CONNECTICUT
TO LAND
~~DAVIDSON~~ COUNTY.

Personally appeared before me, J. WHITE SUMMER, *a Notary Public in and for said County and State, the within-named* L. D. EATON, *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* ~~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 ~~XXXXXXXXXXXXXXX~~ *this* 5 *day of* MARCH, 1927.

MY COMMISSION EXPIRES: FEB. 1, 1929. (SEAL) J. WHITE SUMMER
Notary Public.

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* LENA S. EATON WIFE OF L. D. EATON, *the bargainor, with whom I am personally acquainted, and who acknowledged that* SHE *executed the annexed instrument for the purposes therein contained.*

And LENA S. EATON, WIFE ~~of the said~~ L. D. EATON *having personally appeared before me privately and apart from her husband, the said* LENA S. EATON, *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 7TH *day of* APR, 1927.

(SEAL) W. T. GAITHER
Notary Public.

MY COMMISSION EXPIRES: 10/21/28

REC'D MAY 13, 1927 AT 9.30 A.M.