NUMBER 13910 RECORDED JUNE 8,1927 NELL ZANONI,ET AL TO ERNEST LEE HUNT,ET UX

For and in Consideration *of the sum of* ($ 650.00) SIX HUNDRED AND FIFTY AND NO/100 *DOLLARS,*

PAID AND TO BE PAID TO US BY ERNEST LEE HUNT AND WIFE ETHEL MAI HUNT,AS FOLLOWS:

THREE HUNDRED ($300.00) DOLLARS CASH IN HAND PAID,THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, AND FOR THE REMAINDER,THE SAID ERNEST LEE HUNT AND WIFE ETHEL MAI HUNT HAVE EXECUTED THEIR JOINT PROMISSORY NOTE FOR $350.00 DUE ON OR BEFORE FIVE MONTHS AFTER DATE, WITH SIX PERCENT INTEREST FROM DATE, AND A LIEN IS RETAINED ON THE PROPERTY HEREIN CONVEYED TO SECURE THE PAYMENT OF SAID NOTE AND INTEREST. SAID NOTE IS MADE PAYABLE TO THE ORDER OF NELL ZANONI.

The entire debt secured herein having been paid in full to ..... the lawful owner ..... and holder ..... thereof, ... hereby release the lien on the within described property, held to secure the payment of said debt. This ..... day of ..... 192..

Attest: .....

Cashier

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 NELL ZANONI , 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 NELL ZANONI , 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 NELL ZANONI , 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 NELL ZANONI , 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 NELL ZANONI , 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 NELL ZANONI , 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 ERNEST LEE HUNT AND WIFE ETHEL MAI HUNT 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 NOTICE.

WE, NELL ZANONI AND HUSBAND F.L. ZANONI

have this day bargained and sold, and by these presents do transfer and convey, unto the said ERNEST L.HUNT AND WIFE ETHEL MAI HUNT,THE.R

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

BEING THE WESTERN TWENTY (20) FEET OF LOT EIGHT HUNDRED AND NINETEEN (819) AND THE EASTERN TWENTY (20) FEET OF LOT EIGHT HUNDRED AND TWENTY ONE (821) OF BLOCK NO.141, PLAN NO.1, WEST NASHVILLE,AS OF RECORD IN BOOK 57,PAGES 74, AND 75,R.O.D.C., TENN.

SAID PARTS OF SAID LOTS JOIN AND FRONT TOGETHER FORTY (40) FEET ON THE NORTH SIDE OF KENTUCKY AVENUE AND RUN BACK NORTHWARDLY,BETWEEN PARALLEL LINES,ONE HUNDRED AND FIFTY (150) FEET TO AN ALLEY.

AND IS THE SAME PROPERTY CONVEYED TO THE GRANTORS HEREIN BY F.R. NOBLE AND WIFE MRS.M.NOBLE, BY DEED DATED SEPTEMBER 7TH,1918,AND RECORDED IN BOOK 531, PAGE 51, R.O.D.C., TENN.

THE SAID ERNEST LEE HUNT AND WIFE ETHEL MAI HUNT ASSUME AND AGREE TO PAY THE TAXES ON THE PROPERTY HEREIN CONVEYED FOR THE YEAR 1927,AN ADJUSTMENT OF THE SAME HAVING BEEN MADE OUT OF THE CASH PAYMENT.

To Have and to Hold *the said tract or parcel of land, with the appurtenances, estate, title, and interest thereto belonging, to the said* ERNEST LEE HUNT AND WIFE ETHEL MAI HUNT,THEIR

heirs and assigns, forever. And WE *do covenant with the said* ERNEST LEE HUNT AND WIFE ETHEL MAI HUNT *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,NELL ZANONI AND HUSBAND F.L. ZANONI

do further covenant and bind OURSELVES,OUR *heirs and representatives, to warrant and forever defend the title to said land to the said* ERNEST LEE HUNT AND WIFE ETHEL MAI HUNT,

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

Witness OUR *hand* S , *this* 23RD *day of* MAY,1927.

Witness

NELL ZANONI

F.L.ZANONI

State of Tennessee, MAURY ~~DAVIDSON~~ COUNTY.

Personally appeared before me, H.C. HENDLEY *, a Notary Public in and for said County and State, the within-named* NELL ZANONI AND HUSBAND F.L. ZANONI *the bargainor* S *, with whom I am personally acquainted, and who acknowledged that* THEY *executed the annexed instrument for the purposes therein contained.*

And NELL ZANONI, WIFE *of the said* F.L. ZANONI *having personally appeared before me privately and apart from her husband, the said* NELL ZANONI *, 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~~ COLUMBIA, *Tennessee, this* 24 *day of* MAY 1927.

(SEAL) H.C. HENDLEY

Notary Public.

COM.EXPIRES : JAN 15,1928.

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.

RECD MAY 26,1927 AT 10:05 A.M.