NO. 27333 RECORDED APRIL 11, 1928. BEATRICE FINLEY TO LUCIAN NORTHERN, ET UX.

For and in Consideration *of the sum of* ($ 2250.00) TWENTY-TWO HUNDRED & FIFTY *DOLLARS,*

PAID AND TO BE PAID BY LUCIAN NORTHERN AND ELLIE NORTHERN, AS FOLLOWS. SIX HUNDRED & TWELVE DOLLARS ($612.00) CASH IN HAND PAID, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED. AND FOR THE REMAINDER, THE SAID LUCIAN NORTHERN AND ELLIE NORTHERN, HAVE THIS DAY EXECUTED THEIR NINE-ONE (91) JOINT PROMISSORY NOTES, PAYABLE TO THE ORDER OF THEMSELVES AND ENDORSED BY EACH OF THEM, THE FIRST NOTE BEING IN THE SUM OF TWENTY-SIX & 19/100 DOLLARS ($26.19), AND EACH SUCCEEDING NOTE RESPECTIVELY THEREAFTER BEING FOR AN AMOUNT 9¢ LESS THAN THE PRECEDING NOTE. THE FIRST ONE OF SAID NOTES FALLS DUE ON OR BEFORE APRIL 14, 1928, AND THE OTHERS ON OR BEFORE THE 14TH DAY OF EACH MONTH RESPECTIVELY THEREAFTER, UNTIL ALL ARE PAID, AND NONE OFS AID NOTES BEAR INTEREST EXCEPT AFTER MATURITY, THE INTEREST BEING COMPUTED AND ADDED INTO THE FACE OF EACH NOTE. ANY ONE OR ALL OF THIS SERIES OF NOTES MAY BE TAKEN UP AT ANY TIME BEFORE MATURITY AT A DISCOUNT OF 3¢ PER MONTH FOR THE TIME UNEXPIRED, PROVIDED THAT THEY BE TAKEN UP IN ORDER OF THEIR MATURITY. TO SECURE THE PAYMENT OF WHICH NOTES AND INTEREST, A LIEN IS HEREBY EXPRESSLY RETAINED ON THE PROPERTY HEREIN CONVEYED. AND THE SAID LUCIAN NORTHERN AND ELLIE NORTHERN, HEREBY ASSUME AND AGREE TO PAY THE 1928 TAXES ON THE PROPERTY HEREIN CONVEYED.

I declare that I am the true and lawful holder of the claim secured by the instrument within recorded, and hereby acknowledge the satisfaction thereof and discharge of the lien to secure the same in full. This ... day of ..., 1934.

Attest: ... DEPUTY REGISTER

In case any one of said notes remains unpaid for 2 months after its maturity, all of the notes then unpaid shall immediately become due and payable; and said GEO. I. WADDEY & SON, 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 & SON, 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 & SON, 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 & SON, or the holder of said notes; to the payment and satisfaction of said notes and interest; and the balance, if any, 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 & SON, 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 & SON, 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 LUCIAN NORTHERN & ELLIE NORTHERN AGREES TO KEEP THE BUILDING INSURED IN SOME RELIABLE INSURANCE COMPANY TO FURTHER SECURE THE ABOVE DEBT.

I, BEATRICE FINELY, UNMARRIED,

have this day bargained and sold, and by these presents do transfer and convey, unto the said

LUCIAN NORTHERN AND WIFE ELLIE NORTNERN, THEIR

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

BEING LOT NO. 397 IN MCGAVOCK, WETMORE AND OTHERS ADDITION, AS OF RECORD IN PLAN BOOK NO.21, PAGE 41, OF THE REGISTERS OFFICE FOR SAID COUNTY, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

SAID LOT NO. 397 FRONTS 100 FEET ON THE WESTERLY SIDE OF 17TH AVENUE NORTH, AND EXTENDS WESTERLY, BETWEEN PARALLEL LINES, 170 FEET, MORE OR LESS, TO THE EASTERLY MARGIN OF 18TH AVENUE NORTH, FORMERLY SALEM STREET, ON WHICH IT MEASURES 104 FEET.

AND BEING THE SAME PROPERTY CONVEYED TO THE SAID BEATRICE FINLEY, BY CHARLIE RUSSELL, ET UX BY DEED OF RECORD IN BOOK NO. 747, PAGE 406, OF THE REGISTERS OFFICE FOR SAID 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*

LUCIAN NORTHERN AND WIFE ELLIE NORTHERN, THEIR

heirs and assigns, forever. And I *do covenant with the said* LUCIAN NORTHERN AND ELLIE NORTHERN *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, BEATRICE FINLEY

do further covenant and bind MYSELF, MY *heirs and representatives, to warrant and forever defend the title to said land to the said* LUCIAN NORTHERN AND WIFE ELLIE NORTHERN, THEIR *heirs and assigns, against the lawful claims of all persons whomsoever.*

Witness MY *hand, this* 14TH *day of* MARCH, 1928.

Witness

BEATRICE FINLEY

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* BEATRICE FINLEY, UNMARRIED *the bargainor, with whom I am personally acquainted, and who acknowledged that* SHE *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 14TH *day of* MARCH, 1928

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

MY COM.EX. JAN 5, 1931.

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 APRIL 2, 1928 AT 3.08 P M