NUMBER 37076 RECORDED NOV 8 1928 SAM WOLF ET UX TO MAGGIE B. KENNEDY

For and in Consideration *of the sum of* ($ 400.00) FOUR HUNDRED *DOLLARS,*

PAID AND TO BE PAID BY MAGGIE B KENNEDY AS FOLLOWS

FIFTY ($50.00) DOLLARS PAID TO US CASH IN HAND THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED AND FOR THE REMAINING THREE HUNDRED AND FIFTY ($350.00) DOLLARS THE SAID MAGGIE B. KENNEDY HAS EXECUTED HER THIRTY FIVE (35) PROMISSORY LIEN NOTES IN THE SUM OF TEN ($10.00) DOLLARS EACH ALL BEARING DATE OF OCTOBER 27 1928, AND PAYABLE TO THE ORDER OF SAM WOLF AND H FINEBERG; THE FIRST ONE OF SAID NOTES IS DUE AND PAYABLE ON OR BEFORE NOVEMBER 27 1928 AND THE OTHERS ONE ON OR BEFORE THE 27TH DAY OF EACH SUCCEEDING MONTH THEREAFTER

SAID NOTES DRAW INTEREST FROM THEIR DATE AT THE RATE OF SIX PER CENT PER ANNUM AND A LIEN IS HEREBY EXPRESSLY RETAINED UPON THE PROPERTY HEREIN CONVEYED TO SECURE THE PAYMENT OF SAID NOTES AND INTEREST.

For ... 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 23 day of April 1932.

Attest: [illegible] Asst. Cashier

by Jos. H. Bass Asst. Cashier

TWO

In case any one of said notes remains unpaid for months after its maturity, all of the notes then unpaid shall immediately become due and payable; and said SAM WOLF AND H. FINEBERG, 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 SAM WOLF & H FINEBERG, 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 SAM WOLF AND H FINEBERG, 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 SAM WOLF AND H. FINEBERG, 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 SAM WOLF AND H FINEBERG, 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 SAM WOLF AND H FINEBERG, 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 SAM WOLF AND H. FINEBERG 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 SAM WOLF AND WIFE ESTHER WOLF, AND H FINEBERG AND WIFE BECKIE FINEBERG

have this day bargained and sold, and by these presents do transfer and convey, unto the said MAGGIE B. KENNEDY HER.

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

BEING THE SOUTHERLY ONE HALF OF LOT NO THREE HUNDRED AND FIVE (305) IN MCGAVOCK WETMORE AND OTHER'S SECOND ADDITION CALLED THE ADDITION TO THE TOWN OF MCGAVOCK AS OF RECORD IN BOOK NO 21 PAGE41 REGISTERS OFFICE FOR DAVIDSON COUNTY TENNESSEE

SAID SOUTHERLY ONE HALF OF LOT NO THREE HUNDRED AND FIVE (305) FRONTS FIFTY (50) FEET ON THE EASTERLY SIDE OF 16TH AVENUE NORTH FORMERLY HENDERSHOTT STREET AND RUNS BACK BETWEEN PARALLEL LINES 170 FEET TO AN ALLEY. THIS IS A PART OF THE SAME PROPERTY WHICH WAS CONVEYED TO SAM WOLF AND H FINEBERG BY WARRANTY DEED FROM MRS CARRIE M. WHITSIDE SAID DEED BEARING DATE OF OCTOBER 1,1928 AND OF RECORD IN BOOK NO 754 PAGE 564 REGISTERS OFFICE OF DAVIDSON COUNTY TENNESSEE..

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

heirs and assigns, forever. And WE *do covenant with the said* MAGGIE B. KENNEDY *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 SAM WOLF AND WIFE ESTHER WOLF, AND H FINEBERG AND WIFE BECKIE FINEBERG

do further covenant and bind OURSELVES, OUR *heirs and representatives, to warrant and forever defend the title to said land to the said* MAGGIE B. KENNEDY,HER *heirs and assigns, against the lawful claims of all persons whomsoever.*

Witness OUR *hand* S, *this* 27TH *day of* OCTOBER 1928

Witness

SAM WOLF

ESTHER WOLF

H. FINEBERG

BECKIE F INEBERG

State of Tennessee,

DAVIDSON COUNTY.

Personally appeared before me, BAXTER CATO *, a Notary Public in and for said County and State, the within-named* SAM WOLF AND WIFE ESTHER WOLF . H FINEBERG AND WIFE BECKIE FINEBERG *the bargainor* S *, with whom I am personally acquainted, and who acknowledged that* THEY *executed the annexed instrument for the purposes therein contained.* ESTHER WOLF AND BECKIE FINEBERG WIVES

And SAM WOLF AND H FINEBERG *of the said* T IR *having personally appeared before me privately and apart from her husband, the said* ESTHER WOLF AND BECKIE FINEBERG THEM *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 27TH *day of* OCTOBER 1928

(SEAL) BAXTER CATO *Notary Public.*

MY COM EX 1ST DAY OF JAN 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.

REC'D NOV 1,1928 AT 11:08 A.M.