NUMBER 48038 RECORDED AUG 26,1929 MARY E. MAYS ET ALS TO IRBY RUBIE RUCKER

FOR AND IN CONSIDERATION of the sum of FIVE HUNDRED ($500.00) DOLLARS, paid and to be paid by IRBY RUBIE RUCKER AND ROBERT A RUCKER as follows: TWENTY ($20.00) Dollars cash, the receipt of which is hereby acknowledged, and for the remainder the said IRBY RUBIE RUCKER AND HUSBAND ROBERT A RUCKER

ha VE executed 24 promissory note S for TWENTY ($20.00)

Dollars each, of even date herewith, payable to the order of MARY E. MAYS DATE, BUT THE INTERE3T HAS BEEN ADDED TO THE NOTES AS HEREINAFTER SET OUT, with lien retained on the property herein conveyed to secure their payment. The first one of said notes falls due ON OR BEFORE AUGUST 1 1929, and the others ONE NOTE ON OR BEFORE THE FIRST DAY OF EACH MONTH thereafter until all are paid.

WE MARY E. MAYS, WIDOW OF SAM MAYS DECEASED, KATHERINE MAYS, LOUISE ISAACS, ANNIS GOSS AND HUSBAND J.W GOSS, SAM MAYS AND WALTER MAYS have bargained and sold, and by these presents do transfer and convey, unto the said IRBY RUBIE RUCKER WIFE OF ROBERT A RUCKER, HER heirs and assigns, a certain tract or parcel of land in DAVIDSON, County, State of Tennessee, as follows:

BEING LOTS NOS 424 AND 422 AND THE WESTERLY 10 FEET OF LOT NO 420 OF BLOCK 78 PLAN NO 1, WEST NASHVILLE, AS OF RECORD IN PLAN BOOK 57 PAGES 74 AND 75 IN HE REGISTERS OFFICE OF DAVIDSON COUNTY, TENNESSEE

SAID LOTS 424 AND 422 AND WESTERLY 10 FEET OF LOT 420 FRONT TOGETHER SEVENTY (70) FEET ON THE SOUTH SIDE OF GEORGIA AVENUE AND RUN BACK BETWEEN PARALLEL LINES WITH THE EASTERLY MARGIN OF 5TH STREET NOW 46TH AVENUE NORTH 150 FEET TO AN ALLEY

MARY E. MAYS IS THE WIDOW OF SAM MAYS DECEASED AND KATHERINE MAYS, LOUISE ISAACS, ANNIS GOSS, SAM MAYS, WALTER MAYS AND IRBY RUBIE RUCKER ARE THE ONLY CHILDREN AND HEIRS OF SAM MAYS DECEASED, AND THIS DEED MAKES IRBY RUBIE RUCKER THE OWNER OF ALL AND EVERY INTEREST IN THE LAND HEREIN CONVEYED

THE INTEREST HAS BEEN ADDED TO THE ABOVE NOTES, AND THE LARGEST NOTE IS FOR $22.40 AND MATURES FIRST AND EACH SUCCEEDING NOE IS FOR A SUM 10 CENTS LESS THAN THE PRECEDING NOTE; THE LAST NOTE BEING FOR THE SUM OF $20.10 AS THE NOTES ARE FOR BOTH PRINCIPAL AND INTEREST THEY ARE WRITTEN TO BEAR INTEREST FROM MATURITY.

The entire debt secured herein having been paid in full to me, the lawful owner and holder thereof, I hereby release the lien on the within described property, held to secure the payment of said debt. This 22 day of Oct. 1930.
Attest: Mary E. Mays
Deputy Register

The entire debt secured herein having been paid in full to me, the lawful owner and holder thereof, I hereby release the lien on the within described property, held to secure the payment of said debt. This 22 day of Oct. 1930.
Attest:
Deputy Register

TO HAVE AND TO HOLD the said tract or parcel of land with the appurtenances, estate, title, and interest thereto belonging, to the said IRBY RUBIE RUCKER, HER heirs and assigns, forever. And WE do covenant with the said IRBY RUBIE RUCKER 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 EXCEPT THE TAXES FOR 1929 NOT DUE AND MARY E. MAYS AND IRBY RUBIE RUCKER WILL EACH PAY 1/2 OF SAID TAXES

And WE do further covenant and bind OURSELVES, OUR heirs and representatives to warrant and forever defend the title to said land to the said IRBY RUBIE RUCKER, HER HEIRS AND ASSIGNS, AGAINST THE LAWFUL CLAIMS OF ALL PERSONS WHOMSOEVER.

But this conveyance is upon the following conditions, which are a part of the consideration thereof, without which this conveyance would not have been made—viz.:

It is expressly agreed by and between the said MARY E. MAYS AND THE OTHER CONVEYORS. and IRBY RUBIE RUCKER AND HUSBAND ROBERT A. RUCKER that if any of said notes shall at any time be unpaid, either in whole or in part ONE months after maturity, all of the notes shall thereupon become due.

The said IRBY RUBIE RUCKER agree S to keep the BUK------ on property conveyed insured to the amount of -----Dollars, payable to the said MARY E. MAYS as collateral security to said notes, and to pay all taxes when due; and the said IRBY RUBIE RUCKER further agree that if SHE fail S to keep the said MAYXEXXX Y---- MARY E. MAYS insured or to pay any taxes as agreed, the said MARY E. MAYS, or the lawful holder of said notes, may have the building S insured, or may pay the taxes; and in either event the amount paid shall become part of the indebtedness secured by the lien herein reserved, and shall bear interest from the date of payment. If the said IRBY RUBIE RUCKER shall fail to repay any premium or taxes and interest within TWO months from the payment thereof by the said MARY E. MAYS such failure shall render all of said notes due at the expiration of such time.

The said IRBY RUBIE RUCKER AND ROBERT A. RUCKER further agree that if said notes become due upon any contingency hereinbefore stated, the said MARY E. MAYS, or the lawful owner of said notes then unpaid, after advertising once a week for at least three weeks in some newspaper published in Davidson County, the first publication to be made at least twenty days before the sale, shall have authority to sell the property conveyed, by public auction, at the south door of the courthouse in Nashville, Tennessee, to the highest bidder, for cash, free from the rights of redemption, homestead, and dower; to execute a conveyance to the purchaser; and to apply the proceeds of sale—

First, to the payment of any taxes that may be a lien on the property; second, to the payment of all expenses incident to advertising and selling; third, to the satisfaction of the indebtedness secured by said vendor's lien; and, last, any balance shall be paid to the said IRBY RUBIE RUCKER or HER legal representative.

The said IRBY RUBIE RUCKER AND ROBERT A RUCKER further agree that the said MARY E. MAYS may execute the power of sale herein contained without giving bond or taking oath; that the said MARY E. MAYS, or the lawful owner of any of the notes herein secured, may bid at any sale under said power; and that if the said MARY E. MAYS becomes the purchaser, the person holding the office of County Court Clerk for said county shall have authority to convey the property to the said MARY E. MAYS and the said IRBY RUBIE RUCKER AND ROBERT A RUCKER further agree that ~~in the event of a sale of said property under said power of this deed, then~~ the said purchaser may re-enter and take possession of the property without hindrance or delay, and the said ~~will become tenant at will of the purchaser from and after day of sale, and all persons holding under them shall be and become 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.~~

~~That the purchaser may re-enter and take possession of the property without hindrance or delay, and the said will become tenant at will of the purchaser from and after day of sale.~~

In Witness Whereof, WE hereunto set OUR signature S this 1ST day of JULY 1929

MARY E. MAYS
KATHERINE MAYS
ANNIS GOSS. J.W.GOSS
LOUISE ISAACS
SAM MAYS
WALTER MAYS

As evidence of OUR ratification and acceptance of the foregoing terms and conditions, WE IRBY RUBIE RUCKER AND HUSBAND ROBERT A. RUCKER join herein and subscribe OUR name S hereto.

This 1ST day of JULY, 1929

IRBY RUBY RUCKER
ROBT A.RUCKER

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, H.J.LOVELACE, a Notary Public in and for said County and State, the within named MARY E. MAYS A WIDOW, KATHERINE MAYS, UNMARRIED, LOUISE ISAACS WIFE OF ED ISAACS & SAM MAYS UNMARRIED, IRBY RUBIE RUCKER AND HUSBAND ROBERT A. RUCKER the bargainor S., with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And IRBY RUBIE RUCKER WIFE of the said HER ROBERT A RUCKER IRBY RUBIE RUCKER having appeared before me privately and apart from HER husband, the said, acknowledges 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 20D day of JULY, 192 9

(Seal) H.J.LOVELACE, Notary Public.

MY COM EX JULY 7TH 1931

STATE OF KENTUCKY COUNTY OF FAYETTE

PERSONALLY APPEARED BEFORE ME ARNIE G.HIGGINS, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE THE WITHIN NAMED J.W.GOSS AND WIFE ANNIS GOSS. THE BARGAINORS WITH WHOM I AM PERSONALLY ACQUAINTED AND WHO ACKNOWLEDGED THAT THEY EXECUTED THE WITHIN INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED.

AND ANNIS GOSS WIFE OF THE SAID J.W.GOSS HAVING APPEARED BEFORE ME PRIVATELY AND APART FROM HER HUSBAND, THE SAID ANNIS GOSS. ACKNOWLEDGED THE EXECUTION OF THE SAID INSTRUMENT TO HAVE BEEN DONE BY HER FREELY VOLUNTARILY AND UNDERSTANDINGLY WITHOUT COMPULSION OR CONSTRAINT FROM HER HUSBAND AND FOR THE PURPOSES THEREIN EXPRESSED.

WITNESS MY HAND AND OFFICIAL SEAL AT LEXINGTON KY, THIS 15TH DAY OF JULY 1929

SEAL. ANNIE G. HIGGINS, NOTARY PUBLIC
MY COM EX OCT 11,1932

STATE OF OHIO, COUNTY OF BUTLER

PERSONALLY APPEARED BEFORE ME EDWARD W.JONES A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE THE WITHIN NAMED WALTER MAYS THE BARGAINOR WITH WHOM I AM PERSONALLY ACQUAINTED AND WHO ACKNOWLEDGED THAT HE EXECUTED THE WITHIN INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED

WITNESS MY HAND AND OFFICIAL SEAL AT MIDDLETOWN, OHIO THIS 29TH DAY OF JULY 1929

MIDDLETOWN, OHIO
(SEAL) EDWARD W.JONES, NOTARY PUBLIC BUTLER COUNTY OHIO

MY COM EX NOV 6 1931

REC'D JULY 24, 1929 AT 3:40 P.M.