NUMBER 52125 RECORDED DEC. 19 1929 J.W.MOTSENBOCKER ET UX TO SUSIE BELCHER

FOR AND IN CONSIDERATION of the sum of FOURTEEN HUNDRED ($1400.00) DOLLARS, paid and to be paid by SUSIE BELCHER as follows: ONE HUNDRED FIFTY ($150.00) Dollars cash, the receipt of which is hereby acknowledged, and for the consideration said I AGREE TO ASSUME A MORTGAGE OF $500.00 DRAWN BY J.W.MOTSENBOCKER AND WIFE MAGGIE B. MOTSENBOCKER DATED SEPTEMBER 1924 IN FAVOR OF THOMAS H.WARREN, TRUSTEE BOOK 657 PAGE 778; ALSO TO ASSUME TWO INTEREST NOTES FOR $15.00 EACH OF EVEN DATE WITH THIS MORTGAGE AND TO ASSUME FURTHER EIGHT ROOFING NOTES DRAWN BY J.W.MOTSENBOCKER AND WIFE MAGGIE B. MOTSENBOCKER, IN FAVOR OF UNCLE HIRAM ROOFING COMPANY FOR $18.30 EACH BEGINNING OCTOBER 15TH 1929 AND AMOUNTING TO $106.40 FOR THE REMAINDER $643.60 I HAVE EXECUTED MY THIRTY SIX PROMISSORY NOTES; THIRTY FIVE OF WHICH ARE FOR THE SUM OF $18.00 AND ONE FOR THE SUM OF $13.60; promissory notes as aforesaid, for ALL OF SAID NOTES ARE Dollars each, of even date herewith, payable to the order of J.W.MOTSENBOCKER, and bearing six per cent interest from DATE SEPT 27 1929, with lien retained on the property herein conveyed to secure their payment. The first one of said notes falls due OCTOBER 27TH 1929, and the others ONE ON EACH SUCCEEDING MONTH thereafter until all are paid, WE J.W.MOTSENBOCKER AND WIFE MAGGIE B. MOTSENBOCKER have bargained and sold and by these presents do transfer and convey, unto the said SUSIE BELCHER, HER, heirs and assigns, a certain tract or parcel of land in DAVIDSON County, State of Tennessee, as follows:

I declare that I am the true and lawful holder of the within mentioned and foregoing note, and have not transferred, assigned or otherwise encumbered the same, and that I am entitled to receive the amount thereof, and hereby acknowledge the satisfaction thereof and discharge the lien thereon. Witness my hand, this 27 day of Dec. 1929.

J.W.MOTSENBOCKER

Witness: J. L. HORACE DEPUTY REGISTER

PART OF LOTS 75 AND 76 IN J.M.T.J. AND G.W.HARDING'S PLAN OF LOTS AS OF RECORD IN BOOK 21 PAGE. 80 OF THE R O D C TENN.,

BEGINNING ON THE WESTERLY MARGIN OF 18TH AVE NORTH FORMERLY SALEM ST., 60 FEET NORTHERLY FROM THE NORTHERLY MARGIN OF FORMOSA ST; THENCE WITH THE WESTERLY MARGIN OF SAID AVE. NORTHERLY 30 FEET 10 INCHES; THENCE WESTERLY 105 FEET MORE OR LESS TO A POINT ON THE LINE BETWEEN LOTS 76 AND 77, 90 FEET NORTHERLY FROM THE NORTHERLY MARGIN OF FORMOSA ST; THENCE WITH SAID LINE SOUTHERLY 30 FEET TO A POINT 60 FEET NORTHERLY FROM THE NORTHERLY MARGIN OF SAID STREET; THENCE EASTERLY 110 FEET MORE OR LESS TO THE BEGINNING AND BEING THE SAME PROPERTY CONVEYED TO J.M. MOTSENBOCKER AND WIFE MAGGIE B. MOTSENBOCKER BY DEED RECORDED IN BOOK 573 PAGE. 239 OF THE R O D C TENN.,

TO HAVE AND TO HOLD the said tract or parcel of land with the appurtenances, estate, title, and interest thereto belonging, to the said SUSIE BELCHER, HER heirs and assigns, forever. And WE do covenant with the said SUSIE BELCHER 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 MORTGAGE INTEREST NOTES AND MECHANIC AND FURNISHERS LIEN REFERRED TO ABOVE INSURANCE AND TAXES FOR 1929 ARE TO BE PRO RATED

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 SUSIE BELCHER 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 J.W.MOTSENBOCKER AND WIFE MAGGIE B MOTSENBOCKER and SUSIE BELCHER that if any of said notes shall at any time be unpaid, either in whole or in part THREE months after maturity, all of the notes shall thereupon become due.

The said SUSIE BELCHER agree S to keep the BUILDING OR BUILDINGS on property conveyed insured to the amount of FOURTEEN HUNDRED ($1400.00) DOLLARS., Dollars, payable to the said J.W.MOTSENBOCKER AND WIFE MAGGIE B. MOTSENBOCKER, as collateral security to said notes, and to pay all taxes when due; and the said SUSIE BELCHER further agree that if SHE fail to keep the said BUILDING OR BUILDINGS insured or to pay any taxes as agreed, the said J.W.MOTSENBOCKER AND WIFE MAGGIE B. MOTSENBOCKER, or the lawful holder of said notes, may have the building 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 SUSIE BELCHER, shall fail to repay any premium or taxes and interest within TWO months from the payment thereof by the said J.W.MOTSENBOCKER AND WIFE MAGGIE B. MOTSENBOCKER such failure shall render all of said notes due at the expiration of such time.

The said SUSIE BELCHER further agree S that if said notes become due upon any contingency hereinbefore stated, the said J.W.MOTSENBOCKER AND WIFE MAGGIE B.MOTSENBOCKER, 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 SUSIE BELCHER or HER legal representative.

The said SUSIE BELCHER further agree S that the said J.W. MOTSENBOCKER AND WIFE MAGGIE B. MOTSENBOCKER may execute the power of sale herein contained without giving bond or taking oath; that the said J.W.MOTSENBOCKER AND WIFE, or the lawful owner of any of the notes herein secured, may bid at any sale under said power; and that if the said J.W.MOTSENBOCKER AND WIFE MAGGIE B.MOTSENBOCKER, 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 J.W.MOTSENBOCKER AND WIFE MAGGIE B.MOTSENBOCKER and the said SUSIE BELCHER, further agree S that in the event of a sale of said property under and by virtue of this deed, ~~then the said purchaser may re-enter and take possession of the property without hindrance or delay, and~~ the said J.W.MOTSENBOCKER AND WIFE MAGGIE B. MOTSENBOCKER, 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, this 27TH day of SEPTEMBER, 1929

J.W.MOTSENBOCKER

MAGGIE B. MOTSENBOCKER

As evidence of MY ratification and acceptance of the foregoing terms and conditions,

I, SUSIE BELCHER join herein and subscribe MY name hereto.

This 27TH day of SEPTEMBER 1929

SUSIE BELCHER

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, a Notary Public in and for said County and State, the within named J.W.MOTSENBOCKER AND WIFE MAGGIE B. MOTSENBOCKER AND SUSIE BELCHER, the Bargainor S with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And MAGGIE B. MOTSENBOCKER, WIFE of the said J.W.MOTSENBOCKER having appeared before me privately and apart from HER husband, the said MAGGIE B. MOTSENBOCKER, 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 27 day of SEPTEMBER, 1929

(Seal) J. L. HORACE, Notary Public.

MY COM EX OCT 12, 1931

REC'D OCT 29 1929 AT 9:00 A.M.