NO. 41754 RECORDED MARCH 15, 1929. GEO.I.WADDEY,JR., ET AL TO CLIFTON USERY,ET UX.

FOR AND IN CONSIDERATION *of the sum of* ($ 2750.00) TWENTY SEVEN HUNDRED & FIFTY DOLLARS PAID AND TO BE PAID BY CLIFTON USERY AND MARY USERY, AS FOLLOWS. TWO HUNDRED & FIFTY DOLLARS ($250.00) CASH IN HAND PAID, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED. AND FOR THE REMAINDER THE SAID CLIFTON USERY AND MARY USERY, HAVE THIS DAY EXECUTED THEIR EIGHTY SIX (86) JOINT AND SEVERAL PROMISSORY NOTES, PAYABLE TO THE ORDER OF THEMSELVES AND ENDORSED BY EACH OF THEM, AS FOLLOWS: NOTE NO.1 IS IN THE SUM OF ONE THOUSAND DOLLARS ($1000.00), AND FALLS DUE FIVE YEARS AFTER DATE. NOTES NOS.2 TO 11 INCLUSIVE ARE EACH IN THE SUM OF THIRTY DOLLARS ($30.00), AND FALL DUE RESPECTIVELY 6, 12, 18, 24, 30, 36, 42, 48, 54 AND 60 MONTHS AFTER DATE, AND ARE FOR THE INTEREST ON SAID NOTE NO.1. NOTE NO.12 IS IN THE SUM OF TWENTY-SEVEN & 50/100 DOLLARS ($27.50), AND EACH SUCCEEDING NOTE RESPECTIVELY THEREAFTER BEING FOR AN AMOUNT 10 CENTS LESS THAN THE PRECEDING NOTE. THE FIRST ONE OF SAID NOTES FALLS DUE ON OR BEFORE MARCH 19, 1929, AND THE OTHERS ON OR BEFORE THE 19TH DAY OF EACH MONTH RESPECTIVELY THEREAFTER, UNTIL ALL ARE PAID, AND NONE OF SAID 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 10¢ PER MONTH FOR THE TIME UNEXPIRED, PROVIDED THAT THEY BE TAKEN UP IN ORDER OF THEIR MATURITY. THE PRINCIPAL SUM OF EACH OF SAID SEVENTY-FIVE (75) NOTES IS $30.00 TO SECURE THE PAYMENT OF WHICH NOTES AND INTEREST, A LIEN IS HEREBY EXPRESSLY RETAINED ON THE PROPERTY HEREIN CONVEYED. IT IS AGREED AND UNDERSTOOD THAT THE $1000.00 NOTE MENTIONED ABOVE HAS PRIORITY OVER ALL OTHER NOTES MENTIONED IN THIS DEED, AND IS A FIRST MORTGAGE ON THE HEREIN DESCRIBED PROPERTY. AND THE SAID CLIFTON USERY AND MARY USERY, HEREBY ASSUME AND AGREE TO PAY THE 1929 TAXES ON THE PROPERTY HEREIN CONVEYED.

I declare that I am the true and lawful holder of Note No. 1 to 86 inclusive, having the same secured by the instrument within recorded and hereby acknowledge the satisfaction thereof and discharge the same. This ... day of ... 1929.
Attest: ...

I declare that I am the true and lawful holder of Note No. 2 to 11 both inclusive of a Series of 86 Notes secured by the instrument within recorded and hereby acknowledge the satisfaction thereof and discharge the same. This ... day of ... 1935
Attest: ...

In case any one of said notes remains unpaid for 3 months after its maturity, all of the notes then unpaid shall immediately become due and payable; and said GEO.I.WADDEY,JR., , 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,JR., , 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,JR., , 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 interests of said GEO.I.WADDEY,JR., 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 same shall not be deemed in any manner whatsoever to deprive said GEO.I.WADDEY,JR., , 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,JR., , 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 CLIFTON USERY AND MARY USERY AGREES TO KEEP THE BUILDING INSURED IN SOME RELIABLE INSURANCE COMPANY TO FURTHER SECURE THE ABOVE DEBT.

WE, BETTIE E.WADDEY, WIDOW OF GEO.I.WADDEY,SR., DECEASED; MRS.CORINNE WADDEY PICKENS AND HUSBAND, DAVID R.PICKENS; MRS.BESSIE WADDEY PINNER AND HUSBAND, D.H.PINNER; NELLIE A.WADDEY, AN UNMARRIED WOMAN; GEO.I.WADDEY,JR. AN UNMARRIED MAN, CONSTITUTING ALL THE HEIRS AT LAW OF GEO.I.WADDEY,SR., DECEASED; AND GEO.I.WADDEY,JR., AS EXECUTOR UNDER THE WILL OF GEO.I.WADDEY,SR.,

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

CLIFTON USERY AND WIFE MARY USERY, THEIR

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.365 IN MCGAVOCK, WETMORE AND OTHERS SECOND ADDITION, CALLED THE ADDITION TO THE TOWN OF MCGAVOCK, AS OF RECORD IN BOOK NO.21, PAGE 41, OF THE REGISTERS OFFICE FOR DAVIDSON COUNTY, TENNESSEE.

SAID SOUTHERLY ONE HALF OF LOT NO.365 FRONTS 50 FEET ON THE EASTERLY SIDE OF 17TH AVENUE NORTH, FORMERLY JAMES STREET, AND RUNS BACK, BETWEEN PARALLEL LINES, 170 FEET TO AN ALLEY.

AND BEING PART OF THE SAME PROPERTY CONVEYED TO GEO.I.WADDEY, BY R.R.OGILVIE AND WIFE, MINNIE P.OGILVIE, AS OF RECORD IN BOOK NO.386, PAGE 276, 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* CLIFTON USERY AND WIFE, MARY USERY, THEIR *heirs and assigns, forever. And* WE *do covenant with the said* CLIFTON USERY AND MARY USERY *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 *do further covenant and bind* OURSELVES, OUR, *heirs and representatives, to warrant and forever defend the title to said land to the said* CLIFTON USERY AND WIFE MARY USERY, THEIR *heirs and assigns, against the lawful claims of all persons whomsoever.*

Witness OUR *hand*S, *this* 19TH *day of* FEBRUARY 1929.

Witness

BETTIE E.WADDEY

BESSIE WADDEY PINNER

CORINNE WADDEY PICKENS

DODRIDGE H.PINNER

DAVID R.PICKENS

NELLIE A.WADDEY

GEO.I.WADDEY,JR.,EXECUTOR

GEO.I.WADDEY,JR.,

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* BETTIE E.WADDEY, WIDOW OF GEO.I.WADDEY,SR., DECEASED; CORINNE WADDEY PICKENS AND HUSBAND, DAVID R.PICKENS; BESSIE WADDEY PINNER AND HUSBAND D.H.PINNER; NELLIE A.WADDEY, AN UNMARRIED WOMAN; GEO.I.WADDEY,JR., AN UNMARRIED MAN; AND GEO.I.WADDEY,JR., EXECUTOR UNDER THE WILL OF GEO.I. WADDEY,SR.,; *the bargainorS, with whom I am personally acquainted, and who acknowledged that* THEY *executed the same for the purposes therein contained.*

And CORINNE WADDEY PICKENS, WIFE OF THE SAID DAVID R.PICKENS; AND BESSIE WADDEY PINNER, WIFE *of the said* D.H.PINNER, *having personally appeared before me privately and apart from her husband the said* THEIR RESPECTIVE CORINNE WADDEY PICKENS AND BESSIE WADDEY PINNER EACH *acknowledged the execution of the said instrument to be her free act and deed voluntarily, and understandingly, without compulsion or constraint from her said husband, and for the purposes therein contained.*

Witness my hand and official seal, at Nashville, Tennessee, this 26TH *day of* FEBRUARY, 1929.

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

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 same 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 be her free act and deed voluntarily, and understandingly, without compulsion or constraint from her said husband, and for the purposes therein contained.*

Witness my hand and official seal, at Nashville, Tennessee, this ... day of ...

Notary Public.

RECD MARCH 6, 1929 AT 3.35 P M