NUMBER 42604 RECORDED APRIL 10 1929 J.LEROY DAVIS ET UX TO IDA WEINMAN

FOR AND IN CONSIDERATION *of the sum of* ($6000.00) SIX THOUSAND PAID AND TO BE PAID BY M.WEINMAN AND IDA WEINMAN AS FOLLOWS *DOLLARS,* ONE THOUSAND DOLLARS ($1000.00) CASH IN HAND PAID THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED AND THE SAID M.WEINMAN AND IDA WEINMAN HEREBY ASSUME AND AGREE TO PAY ONE NOTE OF THIRTY SIX HUNDRED DOLLARS ($3600.00) DATED JANUARY 1,1929 PAYABLE $100.00 ON JULY 1 1932, AND $100.00 SEMI ANNUALLY THEREAFTER UNTIL JANUARY 1,1941,WHEN THE BALANCE OF $1900.00 IS PAYABLE BEARING INTEREST AT THE RATE OF 5% PER ANNUM FROM JANUARY 1,1929 AND PAYABLE SEMI ANNUALLY EXECUTED BY J.LEROY DAVIS AND WIFE BESSIE T. DAVIS, SAID NOTE IS SECURED BY DEED OF TRUST ON THE WITHIN DESCRIBED PROPERTY AS OF RECORD IN BOOK NO 729 PAGE 79 OF THE REGISTERS OFFICE FOR DAVIDSON COUNTY TENNESSEE,TO WHICH REFERENCE IS HEREBY MADE; AND FOR THE REMAINDER THE SAID M.WEINMAN AND IDA WEINMAN HAVE THIS DAY EXECUTED THEIR TWENTY FOUR (24) JOINT PROMISSORY NOTES PAYABLE TO THE ORDER OF J.LEROY DAVIS AS FOLLOWS:-

NOTE NO 1 IS IN THE SUM OF $74.00 NOTE NO 2 IS IN THE SUM OF $66.70 AND EACH SUCCEEDING NOTE IS FOR AN AMOUNT 30% LESS THAN THE PRECEDING NOTE EXCEPT THE LAST NOTE WHICH IS FOR $20.10; THE FIRST ONE OF SAID NOTES FALLS DUE ON OR BEFORE MAY 15,1929 AND THE OTHERS ON OR BEFORE THE 15TH 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 30% PER MONTH FOR THE TIME UNEXPIRED PROVIBED THAT THEY BE TAKEN UP IN ORDER OF THEIR MATURITY.

THE PRINCIPAL SUM OF EACH OF THE FIRST 23 NOTES IS $60.00 AND THE PRINCIPAL SUM OF THE LAST NOTE IS $20.00 TO SECURE THE PAYMENT OF WHICH NOTES AND INTEREST, A LIEN IS HEREBY EXPRESSLY RETAINED ON THE PROPERTY HEREIN CONVEYED

AND THE SAID M.WEINMAN AND IDA WEINMAN HEREBY ASSUME AND AGREE TO PAY THE 1929 TAXES ON THE PROPERTY HEREIN CONVEYED.,

The 24 of a Series of 24 notes due Monthly for $ ..... each, as described herein, have been paid in full to the ..... and the lawful ..... and I do ..... hereby release the lien retained upon the within described property, held to secure the payment of said notes. This ..... day of 1931

Attest: By ..... Deputy Register.

Amended Valley Office Assessor Mrs Braunel was mgr

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 J.LEROY DAVIS , 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 J.LEROY DAVIS , 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 J.LEROY DAVIS , 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 J.LEROY DAVIS , 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 J.LEROY DAVIS , 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 J.LEROY DAVIS , 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 M.WEINMAN AND IDA WEINMAN AGREES TO KEEP THE BUILDING INSURED IN SOME RELTABLE INSURANCE COMPANY TO FURTHER SECURE THE ABOVE DEBT.,

WE, J.LEROY DAVIS AND WIFE BESSIE T. DAVIS

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

IDA WEINMAN,HER

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

BEING THE WESTERLY 49 FEET OF THE EASTERLY 50 FEET OF THE NORTHERLY 167 FEET OF LOT NO 31 ON THE MAP OF BELAIR,AS OF RECORD IN BOOK NO 332 PAGE 6 OF THE REGISTERS OFFICE FOR DAVIDSON COUNTY,TENNESSEE

SAID PART OF SAID LOT NO 31, FRONTS,49 FEET ON THE SOUTHERLY SIDE OF WEST LINDEN AVENUE AND RUNS BACK BETWEEN PARALLEL LINES,167 FEET TO A DEAD LINE

AND BEING PART OF THE SAME PROPERTY CONVEYED TO J.LEROY DAVIS AND WIFE BESSIE T. DAVIS BY E.C.SCRUGGS AND WIFE ELIZABETH S. SCRUGGS,AS OF RECORD IN BOOK NO 831 PAGE,314 OF THE REGISTERS OFFICE FOR SAID COUNTY.,

WE M.WEINMAN AND WIFE IDA WEINMAN JOIN HEREIN FOR THE PURPOSE OF RATIFYING AND ACCEPTING THE WITHIN TERMS AND CONDITIONS.,

TO HAVE AND TO HOLD *the said tract or parcel of land, with the appurtenances, estate, title, and interest thereto belonging, to the said* IDA WEINMAN,HER *heirs and assigns, forever. And* WE *do covenant with the said* IDA WEINMAN *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* EXCEPT AS HEREIN DESCRIBED AND WE,J.LEROY DAVIS AND BESSIE T. DAVIS., *do further covenant and bind* OURSELVES,OUR *heirs and representatives, to warrant and forever defend the title to said land to the said* IDA WEINMAN,HER., *heirs and assigns, against the lawful claims of all persons whomsoever.*

Witness OUR *hands, this* 15TH *day of* MARCH,1929

Witness

J.LEROY DAVIS

BESSIE T. DAVIS

IDA WEINMAN

M.WEINMAN

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* J.LEROY DAVIS AND WIFE BESSIE T. DAVIS AND M.WEINMAN AND WIFE IDA WEINMAN *the bargainors, with whom I am personally acquainted, and who acknowledged that* THEY *executed the annexed instrument for the purposes therein contained.*

And BESSIE T DAVIS WIFE *of the said* J.LEROY DAVIS AND IDA WEINMAN WIFE OF THE SAID M.WEINMAN *having personally appeared before me privately and apart from* THEIR RESPECTIVE *husband, the said* BESSIE T.DAVIS AND IDA WEINMAN EACH *voluntarily, and understandingly, without compulsion or constraint from her said husband, and for the purposes therein expressed, acknowledged the execution of the said instrument to have been done by her free*

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

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

MY COM EX JAN 5,1931

State of Tennessee, DAVIDSON COUNTY.

REC'D MARCH 26 1929 AT 2:10 P.M.

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 ..... *voluntarily, and understandingly, without compulsion or constraint from her said husband, and for the purposes therein expressed, acknowledged the execution of the said instrument to have been done by her free*

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

Notary Public.