NO. 44615 RECORDED MAY 21, 1929. L.D.EATON ET UX TO CLIFORD ARMSTRONG ET UX.

FOR AND IN CONSIDERATION *of the sum of* ($ 300.00) THREE HUNDRED AND NO/100 *DOLLARS,*

OF WHICH THE SUM OF ONE HUNDRED AND FORTY FOUR AND 50/100 ($144.50) DOLLARS HAS BEEN PAID TO US FROM TIME TO TIME UNDER A MONTHLY CONTRACT, BY CLIFORD ARMSTRONG AND WIFE ESTHER ARMSTRONG, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, AND FOR THE REMAINDER THE SAID CLIFORD ARMSTRONG AND WIFE ESTHER ARMSTRONG HAVE EXECUTED THEIR THIRTY ONE (31) JOINT, MONTHLY PROMISSORY NOTES, OF EVEN DATE HEREWITH, PAYABLE TO THE ORDER OF L.D.EATON, THE FIRST 30 BEING FOR $5.00 EACH AND THE LAST ONE FOR $5.50, ALL BEARING SIX PERCENT INTEREST FROM DATE, AND A LIEN IS RETAINED ON THE PROPERTY HEREIN CONVEYED TO SECURE THE PAYMENT OF SAID NOTES AND INTEREST.

We do hereby certify that we are the true and lawful holder of the claim secured by the instrument within recorded, and hereby release the same in full. This 6 day of May 1936. Witness our hand at the lien to secure

Attest: [illegible]

In case any one of said notes remains unpaid for THREE months after its maturity, all of the notes then unpaid shall immediately become due and payable; and said L.D.EATON, 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 L.D.EATON, 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 L.D.EATON, 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 L.D.EATON, 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 L.D.EATON, 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 L.D.EATON, 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 CLIFORD ARMSTRONG, ET UX, ESTHER ARMSTRONG, 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, L.D.EATON AND WIFE LENA EATON,

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

CLIFORD ARMSTRONG AND WIFE ESTHER ARMSTRONG, THEIR,

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

BEING LOT NO. FOURTEEN (14) IN A.ROTH'S SUBDIVISION OF LOTS 21 AND 22, BOYD MCNAIRY TRACT, AS OF RECORD IN BOOK 57, PAGE 147, R.O.D.C.TENN.

SAID LOT NO.14 FRONTS FIFTY (50) FEET ON THE WEST SIDE OF 27TH AVENUE NORTH, AND EXTENDS BACK WESTWARDLY, BETWEEN PARALLEL LINES, ONE HUNDRED AND SIXTEEN (116) FEET TO AN ALLEY.

THIS IS PART OF THE SAME PROPERTY CONVEYED TO THE SAID L.D.EATON BY THE CLERK AND MASTER OF DAVIDSON COUNTY, TENNESSEE, BY DEED OF RECORD IN BOOK 668, PAGE 3 R.O.D.C.TENN.

THE SAID CLIFORD ARMSTRONG AND WIFE ESTHER ARMSTRONG ASSUME AND AGREE TO PAY THE TAXES ON THE ABOVE DESCRIBED PROPERTY FOR THE YEAR 1929.

TO HAVE AND TO HOLD *the said tract or parcel of land, with the appurtenances, estate, title, and interest thereto belonging, to the said* CLIFORD ARMSTRONG AND WIFE ESTHER ARMSTRONG, THEIR *heirs and assigns, forever. And* WE *do covenant with the said* CLIFORD ARMSTRONG AND WIFE ESTHER ARMSTRONG *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, L.D.EATON AND WIFE LENA EATON

do further covenant and bind OURSELVES, OUR, *heirs and representatives, to warrant and forever defend the title to said land to the said* CLIFORD ARMSTRONG AND WIFE ESTHER ARMSTRONG, THEIR *heirs and assigns, against the lawful claims of all persons whomsoever.*

Witness OUR *hand*S, *this* 25TH *day of* MARCH, 1929.

Witness

L.D.EATON

LENA EATON

State of Tennessee,
DAVIDSON COUNTY.

Personally appeared before me, W.T.GAITHER, *a Notary Public in and for said County and State, the within-named* L.D.EATON AND WIFE, LENA EATON, *the bargainorS, with whom I am personally acquainted; and who acknowledged that* THEY *executed the same for the purposes therein contained.*

And LENA EATON, WIFE *of the said* L.D.EATON, *having personally appeared before me privately and apart from her husband, the said* LENA EATON, *acknowledged the execution of the said instrument to have been done by her 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 15 *day of* APRIL, 1929.

COM.EX.10/11/32. (SEAL) W.T.GAITHER *Notary Public.*

RECD MAY 11, 1929 AT 8.45 A.M.

State of Tennessee,
DAVIDSON COUNTY.

Personally appeared before me, [illegible] *a Notary Public in and for said County and State, the within-named* [illegible] *the bargainor, with whom I am personally acquainted, and who acknowledged that executed the same for the purposes therein contained.*

And [illegible] *of the said* [illegible] *having personally appeared before me privately and apart from her husband, the said* [illegible] *acknowledged the execution of the said instrument to have been done by her 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 [illegible] *day of* [illegible]

Notary Public.