NUMBER 48232 RECORDED AUG 19,1929 GEO.I.WADDEY,JR.,ET AL TO RUSSELL EWING.

FOR AND IN CONSIDERATION *of the sum of* ($ 300.00) THREE HUNDRED DOLLARS.

~~DOLLARS~~,

PAID AND TO BE PAID BY RUSSELL EWING,AS FOLLOWS. TWENTY-FIVE DOLLARS ($25.00)CASH IN HAND PAID,THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED. AND FOR THE REMAINDER,THE SAID RUSSELL EWING ,HAS THIS DAY EXECUTED HIS FIFTY-FIVE (55) PROMISSORY NOTES, PAYABLE TO THE ORDER OF HIMSELF AND ENDORSED BY HIM,EACH IN THE SUM OF FIVE DOLLARS ($5.00),AND BEARING 6% INTEREST FROM DATE. THE FIRST ONE OF SAID NOTES FALLS DUE ON OR BEFORE JUNE 2,1929,AND THE OTHERS ON OR BEFORE THE 2ND DAY OF EACH MONTH RESPECTIVELY THEREAFTER, UNTIL ALL ARE PAID, TO SECURE THE PAYMENT OF WHICH NOTES AND INTEREST, A LIEN IS HEREBY EXPRESSLY RETAINED ON THE PROPERTY HEREIN CONVEYED.

Attest: W.K.Glover Clerk 1929
DEPUTY REGISTER
Geo. I. Waddey

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 RUSSELL EWING AGREES TO KEEP THE BUILDING INSURED IN SOME REDIABLE INSURANCE COMPANY TO FURTHER SECURE THE ABOVE DEBT.

WE, GEO.I.WADDEY,JR. UNMARRIED;GEO.I.WADDEY, JR.,EXECUTOR; BETTIE E. WADDEY,A WIDOW,CORINNE WADDEY PICKENS AND HUSBAND, DAVID R. PICKENS;BESSIE WADDEY PINNER AND HUSBAND D.H.PINNER; AND NELLIE A. WADDEY, UNMARRIED; BETTIE E. WADDEY BEING THE WIDOW OF GEO.I.WADDEY,DECEASED; GEO.I.WADDEY, AND JR; BETTIE E. WADDEY,CORINNE WADDEY PICKENS, BESSIE WADDEY PINNER AND NELLIE A. WADDEY,BEING THE SOLE HEIRS AT LAW OF GEO.I.WADDEY, DECEASED,HAVE THIS DAY BARGAINED AND SOLD,AND BY THESE PRESENTS DO TRANSFER AND CONVEY UNTO THE SAID RUSSELL EWING HIS

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

BEING LOTS NOS.10,11,AND 12 OF BLOCK NO.27 ON THE MAP OF FISK UNIVERSITY PLACE,AS OF RECORD IN BOOK NO.421, PAGES 4 AND 5, OF THE REGISTER'S OFFICE FOR SAID COUNTY.

SAID LOTS NOS.10 ,11 AND 12 FRONT 25 FEET EACH ON THE WESTERLY SIDE OF 31ST AVENUE NORTH,FORMERLY HOME STREET, AND RUN BACK,BETWEEN PARALLEL LINES,150 FEET TO AN ALLEY.

AND BEING PART OF THE SAME PROPERTY CONVEYED ~~XB~~ TO GEO.I.WADDEY, TRUSTEE,BY WARREN B. SLOAN AND WIFE, AS OF RECORD IN BOOK NO.498,PAGE 376 ,OF THE REGISTER'S 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* RUSSELL EWING,HIS

heirs and assigns, forever. And WE *do covenant with the said* RUSSELL EWING *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* RUSSELL EWING, HIS *heirs and assigns, against the lawful claims of all persons whomsoever.*

Witness OUR *hand* S, *this* 2ND *day of* MAY,1929.

~~XXXXXXX~~ BETTIE E. WADDEY
CORINNE WADDEY PICKENS
~~DAVID R. PICKENS~~
BESSIE WADDEY PINNER
D.H.PINNER
NELLIE A.WADDEY

GEO.I.WADDEY, JR
GEO.I.WADDEY JR,EXECUTOR

BY GEO.I.WADDEY, JR
ATTORNEY IN FACT

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* GEO.I.WADDEY, JR. UNMARRIED; GEO.I.WADDEY, JR.,EXECUTOR; GEO.I.WADDEY,JR ATTORNEY IN FACT FOR BETTIE E. WADDEY;CORINNE WADDEY PICKENS & DAVID R. PICKENS BESSIE WADDEY PINNER & D.H. PINNER ;AND NELLIE A. WADDEY, *the bargainor--, with whom I am personally acquainted, and who acknowledged that* HE *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

, acknowledged 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 2ND *day of* MAY,1929.

(SEAL) C.B. TUCKER
Notary Public.

COM.EXPIRES 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 annexed instrument 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 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 day of

Notary Public.

REC'D JULY 29,1929 AT 3:57 P.M.