NUMBER,,, 61599... MARGUERITE R.SEIP, ET AL, TO EDWINA S.TODD,, RECORDED JULY,8,1930.

FOR AND IN CONSIDERATION *of the sum of* ($ SIXTY SEVEN HUNDRED FIFTY, & NO/100, ($6750.00) DOLLARS, OF WHICH EIGHTEEN HUNDREDMSIXTY AND 80/100,($1860.00),DOLLARS,HAS BEEN PAID IN CASH, OR ITS EQUIVALENT,BY EDWINA S.TODD,,THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED,AND FOR THE REMAINDER THE SAID EDWINA S.TODD ASSUMES AND AGREES TO PAY A NOTE FOR $3200. TOGETHER WITH INTEREST ON SAME FROM THIS DATE AT 6% PER ANNUM,PAYABLE SEMI ANNUALLY, HELD BY THE PENN MUTUAL LIFE INSURANCE COMPANY,SAID NOTE BEING DATED OCT,31,1929,AND PAYABLE AS FOLLOWS;$100.00,ON MAY,1,1930,NOV,,1,1930,MAY,,1,1931,NOV,,1,1931,MAY,1, 1932,AND THE BALANCE OF $2700.00,ON NOV,,1,1932,SAID NOTE BEING SECURED BY TRUST DEED FROM MARGUERITE R.SEIP AND HUSBAND,TO WILLIAM A.LAW,TRUSTEE,AS OF RECORD IN BOOK,823, PAGE,119,OF THE REGISTERS OFFICE FOR DAVIDSON COUNTY,TENNESSEE,THE SAID EDWINA S.TODD ALSO ASSUMES AND AGREES TO PAY 35 NOTES OF $40.00,EACH AND ONE NOTE FOR $50.00,BEING NOTES NOS,31 TO 66 INCLUSIVE,OF A SERIES OF NOTES EXECUTED BY MARGUERITE R.SEIP,AND HUSBAND,ON OCTOBER,,1,1927,THE PRINCIPAL OF SAID NOTES AMOUNTING TO $1450.00,THE SAID EDWINA S.TODD ALSO ASSUMES AND AGREES TO PAY THE INTEREST ON THE ABOVE MENTIONED 36 NOTES FROM OCTOBER,,1,1927,TO JULY,1,,1930,AMOUNTING TO $239.20,NOTE NO,31,OF THE ABOVE MENTIONED 36 NOTES BEING DUE MAY,,1,1930,AND THE OTHERS MONTHLY AND CONSECUTIVE LY THEREAFTER UNTIL ALL EXPIRE,THE ABOVE NOTES ARE MORE FULLY DESCRIBED IN AND SECURED BY DEED OF RECORD IN BOOK,NO,854,PAGE,,5,OF THE REGISTERS OFFICE FOR DAVIDSON COUNTY, TENNESSEE,TO WHICH REFERENCE IS HEREBY MADE.....,WE,MARGUERITE R.SEIP,AND HUSBAND, FRED SEIP, HAVE BARGAINED AND SOLD,AND BY THESE PRESENTS DO TRANSFER AND CONVEY UNTO THE SAID EDWINA S.TODD,,TO HER SOLE AND SEPARATE USE AND ESTATE,FREE FROM THE DEBTS, CONTRACTS AND LIABILITIES OF HER PRESENT OR ANY FUTURE HUSBAND,WITH FULL POWER TO BIND MORTGAGE,SELL,CONVEY AND CONTRACT IN REGARD THERETO,THE SAME AS IF SHE WERE A FEME SOLE AND TO HER HEIRS AND ASSIGNS,A CERTAIN TRACT OR PARCEL OF LAND IN DAVIDSON COUNTY, STATE OF TENNESSEE,,DESCRIBED AS FOLLOWS,,TOWIT;BEING THE WESTERLY PART OF LOT NO,219, ON THE PLAN OF THE BELMONT LAND COMPANYS SUBDIVISION,CALLED BELMONT HEIGHTS,AS OF RECORD IN BOOK,421,PAGE,34,OF THE REGISTERS OFFICE FOR DAVIDSON COUNTY,TENNESSEE,-- BEGINNING IN THE NORTH MARGIN OF BEECHWOOD AVENUE,AT THE SOUTHWEST CORNER OF SAID LOT NO,219,THENCE WITH THE NORTH MARGIN OF SAID AVENUE,EAST 60 FEET;THENCE NORTH 182 FEET,MORE OR LESS,TO THE SOUTH MARGIN OF AN ALLEY,,BEING 30.7 FEET WEST OF THE NORTH-EAST CORNER OF SAID LOT NO,219,THENCE WITH THE SOUTH MARGIN OF SAID ALLEY WEST 62.3 FEET,TO THE NORTHWEST CORNER OF SAID LOT NO,219,AND THENCE WITH THE WEST LINE OF SAID LOT NO,219,AND THENCE WITH THE WEST LINE OF SAID LOT SOUTH 181½ FEET TO THE BEGINNING, AND BEING THE SAME PROPERTY CONVEYED TO MARGUERITE R.SEIP, BY DEED FROM JOHN O.SMARTT AND WIFE,,,BERTHA P.SMARTT, DATED OCTOBER,,1,1927,OF RECORD IN BOOK,854,PAGE,5,OF THE REGISTERS OFFICE FOR DAVIDSONCOUNTY,TENNESSEE...

In case any one of said notes remains unpaid for months after its maturity, all of the notes then unpaid shall immediately become due and payable; and said , 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 , 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 , 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 , 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 , 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 , 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.

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

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

TO HAVE AND TO HOLD *the said tract or parcel of land, with the appurtenances, estate, title, and interest thereto belonging, to the said* EDWINA S.TODD,,HER,

heirs and assigns, forever. And WE,, *do covenant with the said* EDWINA S.TODD, *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 HEREINBEFORE MENTIONED AND 1930 TAXES WHICH THE PURCHASER ASSUMES AND AGREES TO PAY,, /WE,MARGUERITE R.SEIP AND HUSBAND,FRED SEIP,, *do further covenant and bind* OURSELVES,OUR, *heirs and representatives, to warrant and forever defend the title to said land to the said* EDWINA S.TODD,,HER,

heirs and assigns, against the lawful claims of all persons whomsoever.

Witness OUR, *hand* S, *this* 30TH, *day of* JUNE,,,1930. MARGUERITE R.SEIP.
FRED SEIP.

Witness

State of Tennessee,
DAVIDSON COUNTY.

Personally appeared before me, JNO.A.BOLLING, *a Notary Public in and for said County and State, the within-named* FRED SEIP AND WIFE,,MARGUERITE R.SEIP, *the bargainor* S *with whom I am personally acquainted, and who acknowledged that* THEY, *executed the annexed instrument for the purposes therein contained.*

And MARGUERITE R.SEIP, WIFE, FRED SEIP, *of the said* *having personally appeared before me privately and apart from her husband, the said* MARGUERITE R.SEIP, *acknowledged the execution of the said instrument to have been done by her free 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 30TH, *day of* JUNE,,1930.

MY COMMISSION EXPIRES,AUG,3RD,,,1930.. (SEAL) JNO.A.BOLLING, *Notary Public.*

RECD....JULY,3,1930, AT 10:52 A.M.

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 free 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.