NUMBER 82951 JOE P. SWEENEY ET UX TO A. R.SWEENEY,RECORDED DEC.18,1925

For and in consideration of the sum of THREE THOUSAND SIX HUNDRED THIRTY NINE ($3,639.00) DOLLARS, PAID AND TO BE PAID BY A. R.SWEENEY AS FOLLOWS: $600.00 CASH IN HAND PAID TO US, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED;THE SUM OF $1,539.00 TO BE PAID BY THE ASSUMPTION BY A. R.SWEENEY OF 81 NOTES OF $19.00 EACH WITH INTEREST INCLUDED IN THE FACE OF EACH NOTE,WHICH NOTES ARE SIGNED BY JOE P.SWEENEY PAYABLE TO THE INDIANA LUMBER COMPANY AND WHICH ARE SECURED BY A LIEN ON THE PROPERTY HEREINBELOW DESCRIBED,IN A DEED RECORDED IN BOOK 623 PAGE 226, R.O.D.C.,TENNESSEE;AND FOR THE BALANCE OF $1,500.00 THE GRANTEE HEREIN, A. R.SWEENEY,HAS EXECUTED HIS 100 NOTESOF $15.00 EACH, ALL OF EVEN DATE HEREWITH AND ALL PAYABLE TO JOE P.SWEENEY WITH INTEREST AFTER MATURITY,THE FIRST NOTE MATURING ON NOVEMBER 1ST, 1925, AND ONE NOTE DUE ON THE FIRST OFEACH MONTH THEREAFTERUNTIL ALL MATURE;A LIEN BEING HEREBY EXPRESSLY RETAINED ON THE PROPERTY HERE IN CONVEYED TO SECURE THE PAYMENT OF THE ABOVE MENTIONED 100 NOTES OF $15.00 EACHEACH:

WE,JOE P.SWEENEY AND WIFE,OLIVE SWEENEY HAVE BARGAINED AND SOLD,AND BY THESE PRESENTS DO TRANSFER AND CONVEY UNTO THE SAID A. R.SWEENEY,HIS HEIRS AND ASSIGNS, A CERTAIN TRACT OR PARCEL OF LAND IN DAVIDSON COUNTY,STATE OF TENNESSEE,AS FOLLOWS:

BEING THE SOUTHERLY PART OF LOT NO.3 ON THE PLAN OF THE FIRST DIVISION OF THE SHELBY ESTATE IN EAST NASHVILLE,AS OF RECORD IN PLAN BOOK NO.1,PAGE 10, CHANCERY COURT AT NASHVILLE SAID SOUTHERLY PART OF LOT NO.3 IS DESCRIBED AS FOLLOWS: BEGINNING IN THE WESTERLY MARGIN OF NORTH FIRST STREET AT A POINT 107 FEET NORTH OF THE NORTH MARGIN OF THE NEW BRIDE APPROACH (THIS BEING THE N.E.CORNER OF THE STANDARD OIL COMPANY'S LOT): THENCE ALONG THE WEST MARGIN OF NORTH FIRST STREET IN A NORTHERLY DIRECTION 79 FEET TO A POINT ONE FOOT SOUTH OF A POST (THIS BEING THE S. E.CORNER OF THE J.A.ELLIOTT LOT,FORMERLY W. F.CRIPPS LOT,NAMELY THE LOT ON WHICH IS SITUATED HOUSE NO.516 NORTH FIRST STREET - BEING THE 50 FEET NEXT SOUTH OF THE W. T.BAKER LOT); THENCE WITH THE SOUTH LINE OF THE J.A.ELLIOTT LOT IN A WESTERLY DIRECTION 210 FEET TO THE EASTERLY MARGIN OF AN ALLEY A POINT 8/10 OF A FOOT NORTH OF POST); THENCE WITH THE EASTERLY MARGIN OF SAID ALLEY IN A SOUTHERLY DIRECTION 77 FEET TO THE N.W. CORNER OF THE STANDARD OIL COMPANY'S LOT;THENCE WITH THE LINE OF LOT OF STANDARD OIL COMPANY ALONG THE FENCE IN AN EASTERLY DIRECTION 210 FEET TO THE BEGINNING.ACCORDING TO SURVEY AND MAP,NOT OF RECORD,MADE BY ERLE DRAKE,COUNTY SURVEYOR OF DAVIDSON COUNTY,DECEMBER 27TH,1923.

THIS IS THE SAME PROPERTY CONVEYED TO JOE P.SWEENEY BY THE INDIANA LUMBER COMPANY,OF RECORD IN BOOK NO.[illegible] 523,PAGE 226, R.O.D.C., TENNESSEE.

I declare that I am the true and lawful holder of the claim secured by the instrument within the same in full. This ____ day of ____, 1932. [illegible]

TO HAVE AND TO HOLD the said tract or parcel of land, with the appurtenances, estate, title, and interest thereto belonging to the said A. R.SWEENEY,HIS heirs, and assigns, forever, and AND WE, JOE P.SWEENEY AND WIFE do covenant with the said AR. R.SWEENEY that WE ARE lawfully seized and possessed of said land in fee simple, and have a good right to convey it, and the same is unincumbered.

And WE, JOE P.SWEENEY AND WIFE,OLIVE SWEENEY do further covenant and bind OURSELVES,OUR heirs and representatives, to warrant and forever defend the title to said land to the said A.R.SWEENEY, HIS heirs and assigns, against the lawful claims of all persons whomsoever a lien is expressly retained upon the property herein conveyed to assure all the deferred payments of purchase money.

Witness OUR hand S this 3RD day of NOVEMBER 1925

Witness: G.K.TURNER — JOE P.SWEENEY

H.H.FORD — OLIVE SWEENEY

STATE OF TENNESSEE, DAVIDSON COUNTY. Personally appeared before me, G.K.TURNER a Notary Public in and for said County and State, the within-named JOE P. SWEENEY AND WIFE OLIVE SWEENEY the bargainor S, with whom I am personally acquainted, and who acknowledge that THEY executed the within instrument for the purposes therein contained.

And OLIVE SWEENEY WIFE of the said JOE P.SWEENEY having appeared before me privately and apart from HER husband, the said JOE P.SWEENEY 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 12TH day of NOVEMBER 1925

(SEAL) G.K.TURNER, Notary Public.

XH

U.S.R.S.$2.51

Rec'd. DEC. 2,1925 AT 11:16 A.M.

NUMBER 82952 A. R.SWEENEY TO JOE P.SWEENEY ET UX, RECORDED DEC.18,1925

For and in consideration of the sum of TEN ($10.00) DOLLARS CASH IN HAND PAID TO ME,AND THE FURTHER CONSIDERATION OF THE ASSUMPTION BY JOE P.SWEENEY AND WIFE AND THEIR AGREEMENT TO PAY 39 NOTES OF $20.00 EACH AND INTEREST THEREON,WHICH NOTES ARE SIGNED BY J.P.AND ED W. SWEENEY,PAYABLE TO J.R.WEST,CLERK AND MASTER ,AND ARE SECURED BY A LIEN RETAINED IN A DECREE ENTERED IN MINUTE BOOK 8, PAGE 421,OF THE CHANCERY COURT AT NASHVILLE,TENNESSEE;

I, A . R.SWEENEY,AN UNMARRIED MAN,HAVE BARGAINED AND SOLD,AND BY THESE PRESENTS DO TRANSFER AND CONVEY UNTO THE SAID JOE P. SWEENEY AND WIFE, THEIR HEIRS AND ASSIGNS, A CERTAIN TRACT OR PARCEL OF LAND IN DAVIDSON COUNTY,STATE OF TENNESSEE,AS FOLLOWS:

AN UNDIVIDED ONE-HALF INTEREST IN A CERTAIN TRACT OR PARCEL OF LAND LOCATED IN DAVIDSON COUNTY,TENNESSEE,AND DESCRIBED AS FOLLOWS: PART OF LOT NO.1 ON W. H.WETMORE'S UNION BANK PLAN OF LOTS IN EAST NASHVILLE,FORMERLY EDGEFIELD,TENNESSEE,A PLAN OF WHICH IS OF RECORD IN BOOK NO.8,PAGES 172 AND 173, REGISTER'S OFFICE OF DAVIDSON COUNTY, TENNESSEE. SAID PART OF LOT NO. 1 FRONTS 50 FEE T ON THE EASTERLY MARGIN OF NORTH FIRST STREET,FORMERLY WHITES CREEK TURNPIKE; AND RUNS BACK,BETWEEN PARALLEL LINES WITH THE NORTHERLY MARGIN OF SPRING STREET,114 FEET BEING THE SAME PROPERTY CONVEYED TO A. R.SWEENEY BY JOE SWEENEY,ET UX.,OF RECORD IN BOOK NO. 597, PAGE 548, R.O.D.C.TENNESSEE.

TO HAVE AND TO HOLD the said tract or parcel of land, with the appurtenances, estate, title, and interest thereto belonging to the said JOE P.SWEENEY AND WIFE, THEIR heirs, and assigns, forever, and I, A. R. SWEENEY do covenant with the said M JOE P. SWEENEY AND WIFE that I AM lawfully seized and possessed of said land in fee simple, and have a good right to convey it, and the same is unincumbered.

And I, A. R.SWEENEY do further covenant and bind MYSELF, MY heirs and representatives, to warrant and forever defend the title to said land to the said JOE P.SWEENEY AND WIFE,THEIR heirs and assigns, against the lawful claims of all persons whomsoever

Witness MY hand, this 3RD day of NOVEMBER 1925

Witness: G.K.TURNER — A.R.SWEENEY

ACKNOWLEDGEMENT BEFORE NOTARY PUBLIC

STATE OF TENNESSEE, DAVIDSON COUNTY. Personally appeared before me, G.K.TURNER a Notary Public in and for said County and State, the within-named A. R.SWEENEY, the bargainor -, with whom I am personally acquainted, and who acknowledge that HE executed the within instrument for the purposes therein contained.

And of the said having appeared before me privately and apart from husband, the said acknowledged the execution of the said instrument to have been done by freely, voluntarily, and understandingly, without compulsion or constraint from said husband and for the purposes therein expressed.

Witness my hand and official seal at Nashville, Tennessee, this 12TH day of NOVEMBER, 1925

(SEAL) G.K.TURNER, Notary Public.

U.S.R.S.$---

Rec'd. DEC. 2,1925 AT 11:17 A.M.