NUMBER 103083 RECORDED OCT 15, 1943 W.P. WRIGHT,ET UX TO GUILL T. WRIGHT ET UX

PARTIAL PAYMENT WARRANTY DEED AND JOINT AGREEMENT

FOR AND IN CONSIDERATION of the sum of FIFTEEN HUNDRED ($1500.00) DOLLARS, paid and to be paid by GUILL T. WRIGHT as follows: FOUR HUNDRED ($400.00) Dollars cash, the receipt of which is hereby acknowledged, and for the remainder the said GUILL T. WRIGHT AND WIFE SARA GERTRUDE WRIGHT HAVE EXECUTED THEIR FOUR

ha executed X promissory note for X Dollars each of even date herewith, payable to the order of X, and bearing six per cent interest from X, with lien retained on the property herein conveyed to secure their payment. The first one of said notes falls due X, and the others X thereafter until all are paid.

have bargained and sold, and by these X presents do transfer and convey, unto the said X heirs and assgins, a certain tract or parcel of land in X, County, State of Tennessee, as follows:

PROMISSORY NOTES OF EVEN DATE HEREWITH AND EACH BEARING INTEREST FROM DATE AT THE RATE OF SIX PERCENT PER ANNUM. THE FIRST THREE NOTES ARE FOR $300.00 EACH AND PAYABLE IN ONE, TWO AND THREE YEARS FROM DATE RESPECTIVELY, AND THE FOURTH NOTE IS FOR $200.00 AND PAYABLE IN FOUR YEARS FROM DATE. IN ORDER TO SECURE THE PAYMENT OF THE SAID PROMISSORY NOTES A LIEN IS HEREBY EXPRESSLY RETAINED ON THE PROPERTY HEREIN CONVEYED UNTIL SAID NOTES AND INTEREST ARE PAID.

IN CONSIDERATION OF THE CASH PAYMENT AND THE EXECUTION OF THE NOTES WE W.P. WRIGHT AND WIFE RUBY MAI WRIGHT HAVE BARGAINED AND SOLD, AND BY THESE PRESENTS DO TRANSFER AND CONVEY UNTO THE SAID GUILL T. WRIGHT AND WIFE SARA GERTRUDE WRIGHT,THEIR HEIRS AND ASSIGNS, A CERTAIN TRACT OR PARCEL OF LAND IN DAVIDSON COUNTY,STATE OF TENNESSEE, AS FOLLOWS:

TWO CERTAIN TRACTS OR PARCELS OF LAND IN THE 4TH CIVIL DISTRICT OF DAVIDSON COUNTY TENN AND MORE FULLY DESCRIBED AS FOLLOWS:
1ST TRACT:BEGINNING AT THE SOUTHWEST CORNER OF W.P. WRIGHT PROPERTY, AND RUNNING SOUTH WITH THE DODSON CHAPPEL ROAD 75 FEET TO W.D. EARHEARTS NORTH WEST CORNER;THENCE EASTWARDLY 105 FEET TO MRS. B.F. EVERITTS LINE;THENCE NORTH WITH HER LINE 75 FEET TO W.P. WRIGHT'S CORNER; THENCE WEST 105 FEET TO DODSON'S ROAD. BEING A PART OF THE PROPERTY CONVEYED TO W.P. WRIGHT AND WIFE BY DEED FROM B.F. EVERETT & WIFE OF RECORD IN BOOK 1001 PAGE 694 RODC TENN.

2ND TRACT. COMMENCING AT A POINT IN THE CENTER OF DODSON CHAPPEL ROAD 195.5 FEET FROM THE CENTRAL PIKE AND RUNNING THENCE SOUTH WITH THE DODSON CHAPPEL ROAD 113 FEET MORE OR LESS TO THE TRACT OF GROUND SOLD BY W.P.WRIGHT TO JOE SULLIVAN JR; THENCE WITH THE LINE OF THE JOE SULLIVAN JR LAND EASTWARDLY 115 FEET TO A POINT IN THE LAND OF B.F.EVERETT & WIFE;THENCE NORTH 113 FEET TO A POINT 195.5 FEET FROM THE CENTRAL PIKE;THENCE WESTWARDLY 115 FEET TO THE BEGINNING, AND BEING A PART OF THE SAME PROPERTY CONVEYED TO US BY D.F. EVERITT & WIFE BY DEED REGISTERED IN THE RODC TENN IN BOOK 1001 PAGE 694 TO WHICH REFERENCE IS HERE MADE.

TO HAVE AND TO HOLD the said tract or parcel of land with the appurtenances, estate, title, and interest thereto belonging, to the said GUILL T. WRIGHT AND WIFE SARA GERTRUDE WRIGHT,THEIR heirs and assigns, forever. And WE do covenant with the said GUILL T. WRIGHT AND WIFE SARA GERTRUDE WRIGHT 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 OUR heirs and representatives to warrant and forever defend the title to said land to the said GUILL T. WRIGHT AND WIFE SARA GERTRUDE WRIGHT,THEIR heirs and assigns, against the lawful claims of all persons whomsoever.

But this conveyance is upon the following conditions, which are a part of the consideration thereof, without which this conveyance would not have been made—viz.:

It is expresely agreed by and between the said W.P.WRIGHT AND WIFE, RUBY MAI WRIGHT GUILL T.WRIGHT and WIFE SARA GERTRUDE WRIGHT that if any of said notes shall at any time be unpaid, either in whole or in part TWO months after maturity, all of the notes shall thereupon become due.

The said GUILL T. WRIGHT AND WIFE SARA GERTRUDE WRIGHT Agree to keep the DWELLING HOUSE on property conveyed insured to the amount of ONE THOUSAND ($1000.00) Dollars, payable to the said W.P.WRIGHT as collateral security to said notes, and to pay all taxes when due; and the said GUILL T. WRIGHT AND WIFE SARA GERTRUDE WRIGHT further agree that if THEY fail to keep the said DWELLING HOUSE insured or to pay any taxes as agreed, the said W.P.WRIGHT, or the lawful holder of said notes, may have the building S insured, or may pay the taxes; and in either event the amount paid shall become part of the indebtedness secured by the lien herein reserved, and shall bear interest from the date of payment. If the said GUILL T. WRIGHT AND WIFE SARAH GERTRUDE WRIGHT shall fail to repay any premium or taxes and interest within TWO months from the payment thereof by the said W.P.WRIGHT & WIFE RUBY WRIGHT such failure shall render all of said notes due at the expiration of such time.

The said GUILL T. WRIGHT AND WIFE SARA GERTRUDE WRIGHT further agree that if said notes become due upon any contingency hereinbefore stated, the said W.P. WRIGHT AND WIFE RUBY MAI WRIGHT, or the lawful owner of said notes then unpaid, after advertising once a week for at least three weeks in some newspaper published in Davidson County, the first publication to be made at least twenty days before the sale, shall have authority to sell the property, conveyed, by public auction, at the south door of the courthouse in Nashville, Tennessee, to the highest bidder, for cash, free from the rights of redemption, homestead, and dower; to execute a conveyance to the purchaser; and to apply the proceeds of sale—

First to the payment of any taxes that may be a lien on the property; second to the payment of all expenses incident to advertising and selling; third to the satisfaction of the indebtedness secured by said vendor's lien; and, last, any balance shall be paid to the said GUILL T. WRIGHT AND WIFE SARA GERTRUDE WRIGHT, or THE JR legal representative.

The said GUILL T. WRIGHT AND SARA GERTRUDE WRIGHT further agree that the said W.P.WRIGHT & WIFE RUBY MAI WRIGHT may execute the power of sale herein contained without giving bond or taking oath; that the said W.P.WRIGHT AND WIFE RUBY MAI WRIGHT, or the lawful owner of any of the notes herein secured, may bid at any sale under said power; and that if the said W.P.WRIGHT & WIFE RUBY becomes the purchaser, the person holding the office of County Court Clerk for said county shall have authority to convey the property to the said W.P. WRIGHT & WIFE RUBY MAI WRIGHT and the said GUILL T. WRIGHT & WIFE SARA GERTRUDE WRIGHT further agree that in the event of a sale of said property under and by virtue of this deed, then the said purchaser may re-enter and take possession of the property without hindrance or delay and the said GUILL T. WRIGHT & WIFE SARA will become tenant at will of the purchaser from and after day of sale, and X chosen of the same, herein and after the execution and delivery of a deed to such purchaser, such condemy to be determined at the option of said purchaser upon five days' written notice.

That the purchaser may re-enter and take possession of the property without hindrance or delay, and the said will become tenant at will of the purchaser from and after day of sale.

In Witness Whereof, WE hereunto set OUR signature S, this 14 day of OCT 1943

W.P.WRIGHT
RUBYE MAE WRIGHT

As evidence of OUR ratification and acceptance of the foregoing terms and conditions, WE GUILL T. WRIGHT AND WIFE SARA GERTRUDE WRIGHT join herein and subscribe OUR name hereto.

This 14TH day of OCT 1943.

GUILL T.WRIGHT
SARA GERTRUDE WRIGHT

STATE OF TENNESSEE, DAVIDSON COUNTY. ACKNOWLEDGMENT BEFORE NOTARY PUBLIC

Personally appeared before me, SABAH P.HORTON, a Notary Public in and for said County and State, the within named W.P.WRIGHT & WIFE RUBYE MAI WRIGHT, GUILL T. WRIGHT & WIFE, SARA GERTRUDE WRIGHT the bargainor S, with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And RUBYE MAI WRIGHT & SARA GERTRUDE WRIGHT WIVES of the said W.P. WRIGHT & GUILL T. WRIGHT having appeared before me privately and apart from THEIR husband S, the said RUBYE MAI WRIGHT AND SARA GERTRUDE WRIGHT, acknowledges the execution of the said instrument to have been done by THEMS freely, voluntarily, and understandingly, without compulsion or constraint from THEIR said husband S and for the purposes therein expressed.

Witness my hand and official seal, at Nashville, Tennessee, this 14 day of OCTOBER 1943. 19--

MY COM.EXPIRES AUG 7- 1945 (Seal) ---, Notary Public.

U.S.R.S. $1.65

REC'D OCT 14, 1943 AT 2:34 P.M.
CM

SWING-NASHVILLE