NUMBER 22801 RECORDED AUG 8,1939 GEORGE W. FULCHER, JR ET UX TO LILLIAN K.FLY

($5250,00)

FOR AND IN CONSIDERATION of the sum of ($------FIFTY TWO HUNDRED FIFTY AND NO/100 / DOLLARS,
CASH IN HAND PAID,RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED,
WE, GEORGE W. FULCHER JR AND WIFE, SALLIE P. FULCHER HAVE BARGAINED AND SOLD, AND BY THESE PRESENTS DO TRANSFER AND CONVEY UNTO THE SAID LILLIAN K.FLY, HER HEIRS AND ASSIGNS, A CERTAIN TRACT OR PARCEL OF LAND IN DAVIDSON COUNTY,STATE OF TENNESSEE, DESCRIBED AS FOLLOWS, TO WIT:

THREE TRACTS OF LAND IN DAVIDSON COUNTY,TENNESSEE.
TRACT NO.1: BEING LOT NO.1 ON THE MAP SHOWING THE SUBDIVISION OF PART OF LOT NO.28 IN THE RIVERWOOD SUBDIVISION,AS OF RECORD IN BOOK 843, PAGE 11, REGISTER'S OFFICE FOR SAID COUNTY. SAID LOT NO.1 FRONTS 100 FEET ON THE NORTHERLY SIDE OF GLENSHADE DRIVE AND RUNS BACK BETWEEN LINES 235¼ FEET ON THE EASTERLY LINE AND 267½ FEET ON THE WESTERLY LINE;ALONG THE EASTERLY LINE OF A 30-FOOT AVENUE, TO AN OPEN COURT ON WHICH IT MEASURES 80 FEET.
BEING THE SAME PROPERTY CONVEYED TO GEO. W. FULCHER, JR., AND WIFE, SALLIE P. FULCHER BY DEED FROM COMMERCE UNION BANK, TRUSTEE, DATED AUGUST 23, 1929, AND RECORDED IN BOOK 838 PAGE 632, SAID REGISTER'S OFFICE.
TRACT NO.2:BEING THE WESTERLY ONE-HALF OF LOT NO.2 ON THE MAP SHOWING THE SUBDIVISON OF PART OF LOT NO.28 IN THE RIVERWOOD SUBDIVISION, AS OF RECORD IN BOOK 843, PAGE 11, SAID REGISTER'S OFFICE.
SAID PART OF LOT NO.2 FRONTS 50 FEET ON THE NORTHERLY SIDE OF GLENSHADE DRIVE AND RUNS BACK 215 FEET, MORE OR LESS, ON THE EASTERLY LINE AND 235¾ FEET ON THE WESTERLY LINE TO A 40-FOOT COURT ON WHICH IT MEASURES 40 FEET, MORE OR LESS.
BEING PART OF THE PROPERTY CONVEYED TO GEO. W. FULCHER, JR AND WIFE, SALLIE P.FULCHER,BY DEED FROM COMMERCE UNION BANK,TRUSTEE, DATED OCTOBER 25, 1929, AND RECORDED IN BOOK 854 PAGE 126, SAID REGISTER'S OFFICE.
TRACT NO.3: BEING PARTS OF LOTS NOS.28 AND 31 ON THE PLAN OF RIVERWOOD SUBDIVISION AS OF RECORD IN BOOK 547 PAGE 62, SAID REGISTER'S OFFICE, ALSO PART OF 30-FOOT AVENUE LYING BETWEEN SAID LOT NOS.28 AND 31, BUT NOWABOLISHED, AND ALSO THE SOUTH PART OF ANOTHER 30-FOOT AVENUE (BEING PART OF SAID LOT NO.28) NOW ABOLISHED, AND DESCRIBED TOGETHER AS FOLLOWS:
BEGINNING AT A POINT ON THE NORTHWESTERLY SIDE OF GLENSHADE DRIVE,THE SOUTHWESTERLY CORNER OF LOT NO.1 ON THE MAP SHOWING SUBDIVISION OF PART OF LOT NO.28 AS OF RECORD IN BOOK 843 PAGE 11, SAID REGISTER'S OFFICE; RUNNING THENCE NORTHWESTERLY WITH THE WESTERLY LINE OF LOT NO.1 TO A POINT WHERE THE EASTERLY MARGIN OF BRUSH HILL DRIVE INTERSECTS THE LINE OF SAID LOT NO.1;THENCE SOUTHWESTERLY WITH THE EASTERLY MARGIN OF SAID BRUSH HILL DRIVE TO GLENSHADE DRIVE; AND THENCE NORTHEASTERLY WITH THE NORTHWESTERLY SIDE OF GLENSHADE DRIVE 80.2 FEET TO THE BEGINNING.
SAID PARTS OF LOTS NOS.28 AND 31 BEING PART OF THE PROPERTY, THE TITLE TO WHICH WAS VESTED IN SAID MADISON BANK AND TRUST COMPANY BY DECREE PART 11 OF THE CHANCERY COURT DAVIDSON COUNTY,TENNESSEE IN MINUTE BOOK ___ PAGE ___.
THE PROPERTY HEREIN CONVEYED IS SUBJECT TO RESTRICTIVE COVENANTS CONTAINED IN DEED FROM COMMERCE UNION BANK,TRUSTEE OR JOHN T. BENSON, JR., AND WIFE, OF RECORD IN BOOK 874 PAGE 757, R.O.D.C.TENNESSEE, ALSO RESTRICTIVE COVENANTS CONTAINED IN DEED FROM COMMERCE UNION BANK,TRUSTEE TO J.GORDON PARMAN OF RECORD IN BOOK 989 PAGE 264 ,R.O.D.C.TENNESSEE, ALSO RESTRICTIVE COVENANTS CONTAINED IN DEED FROM COMMERCE UNION BANK,TRUSTEE TO GEORGE W. FULCHER, JR AND WIFE, OF RECORD IN BOOK 854 PAGE 126, R.O.D.C. 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 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 interest 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 the 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.

COMMERCE UNION BANK,TRUSTEE, AND E.H. FLETCHER JOIN IN THIS CONVEYANCE FOR THE PURPOSE OF RELINQUISHING ALL THEIR RIGHT, TITLE AND INTEREST IN AND TO A 30-FOOT STRIP SHOWN AS AN ABANDONED STREET, BUT NO FURTHER OR OTHERWISE.

~~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:-~~

X STATE OF TENNESSEE
COUNTY OF DAVIDSON
ON THIS FIRST DAY OF AUGUST 1939, BEFORE ME, RENA B. REYNOLDS A NOTARY PUBLIC IN AND FOR SAID STATE AND COUNTY,APPEARED CHAS.F. LOVELL AND C.D. RIPPY TO ME PERSONALLY KNOWN, WHO, BEING BY ME DULY SWORN, DID SAY THAT THEY ARE VICE PRESIDENT AND ASST. TRUST OFFICER, RESPECTIVELY, OF THE COMMERCE UNION BANK, A CORPORATION,AND THAT THE SEAL AFFIXED TO SAID INSTRUMENT IS THE CORPORATE SEAL OF SAID CORPORATION AND THAT SAID INSTRUMENT WAS SIGNED AND SEALED IN BEHALF OF SAID CORPORATION BY AUTHORITY OF ITS BOARD OF DIRECTORS AND THE SAID CHAS.F. LOVELL AND C.D.RIPPY ACKNOWLEDGED SAID INSTRUMENT TO BE THE FREE ACT AND DEED OF SAID CORPORATION.
WITNESS MY HAND AND OFFICIAL SEAL AT OFFICE IN NASHVILLE,TENNESSEE, ON THIS THE DAY AND DATE AFORESAID.
(SEAL) RENA B. REYNOLDS, NOTARY PUBLIC
COM.EXPIRES JAN 11,1940.)

TO HAVE AND TO HOLD the said tract or parcel of land, with the appurtenances, estate, title, and interest thereto belonging, to the said LILLIAN K.FLY HER

heirs and assigns, forever. And WE do covenant with the said LILLIAN K.FLY 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. EXCEPT TAXES FOR 1939 WHICH HAVE BEEN PRO-RATED TO THIS DATE AND ASSUMED BY THE GRANTEES.
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 LILLIAN K.FLY,HER heirs and assigns, against the lawful claims of all persons whomsoever.

Witness OUR hand S this 31ST day of JULY 1939.
GEORGE W. FULCHER, JR
~~Witness~~ SALLIE P.FULCHER,
IN WITNESS WHEREOF THE COMMERCE UNION BANK,TRUSTEE, HAS CAUSED THIS INSTRUMENT TO BE EXECUTED BY ITS DULY AUTHORIZED OFFICERS,THIS AUG 1,1939.
ATTEST: C.D.RIPPY (SEAL) COMMERCE UNION BANK,TRUSTEE
ASST. TRUST OFFICER. BY CHAS.F. LOVELL,VICE PRESIDENT.
E.H. FLETCHER

STATE OF TENNESSEE,
DAVIDSON COUNTY.

Personally appeared before me, JOE W. RIVES , a Notary Public in and for said County and State, the within-named GEORGE W. FULCHER JR AND WIFE, SALLIE P. FULCHER the bargainor S , with whom I am personally acquainted, and who acknowledged that THEY executed the annexed instrument for the purposes therein contained.

And X
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 4 day of AUGUST 1939.

COM.EXPIRES JULY 6,1943. (SEAL) JOE W. RIVES Notary Public.

STATE OF TENNESSEE,
DAVIDSON COUNTY.

Personally appeared before me, RENA B. REYNOLDS , a Notary Public in and for said County and State, the within-named E.H.FLETCHER the bargainor -, with whom I am personally acquainted, and who acknowledged that HE executed the annexed instrument for the purposes therein contained.

And C
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 FIRST day of AUGUST 1939.

COM.EXPIRES JAN 11,1940
U.S.R.S. $5.50 (SEAL) RENA B. REYNOLDS Notary Public.
SEE X ABOVE

REC'D AUG 7,1939 AT 3:54 P.M.