NUMBER 46014 RECORDED SEPT 24,1940 W.L. LOCKHART,ET UX TO W.G. FARRAR, ET UX

BOOK 808

FOR AND IN CONSIDERATION of the sum of ($ 5.00) FIVE - DOLLARS,

AND OTHER VALUABLE CONSIDERATION PAID BY W.G. FARRAR AND LILLIAN M.FARRAR,THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, AND THE SAID W.G. FARRAR AND LILLIAN M. FARRAR,HEREBY ASSUME AND AGREE TO PAY ONE NOTE OF FIVE THOUSAND DOLLARS ($5000.00), DATED APRIL 23, 1940, AND FALLING DUE ONE YEAR AFTER DATE, WITH 5% INTEREST FROM EVEN DATE HEREWITH, AND EXECUTED BY BEATRICE LOCKHART AND HUSBAND, W.L. LOCKHART, SAID NOTE IS SECURED BY DEED OF TRUST ON THE WITHIN DESCRIBED PROPERTY, AS OF RECORD IN BOOK PAGE OF THE REGISTER'S OFFICE FOR DAVIDSON COUNTY,TENNESSEE,TO WHICH REFERNECE IS HEREBY MADE, AND THE SAID W.G.FARRAR AND LILLIAN M.FARRAR, HAVE THIS DAY EXECUTED THEIR FIFTEEN (15) JOINT PROMISSORY NOTES, PAYABLE TO THE ORDER OF THEMSELVES AND ENDORSED BY EACH OF THEM; THE FIRST ONE BEING IN THE SUM OF $23.32; AND THE LAST FOURTEEN (14) BEING IN THE SUM OF $23.24 EACH, AND BEARING 6% INTEREST FROM DATE. THE FIRST ONE OF SAID NOTES FALLS DUE ON OR BEFORE SEPTEMBER 15, 1940, AND THE OTHERS ON OR BEFORE THE 15TH 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. AND THE SAID W.G. FARRAR AND LILLIAM M. FARRAR,HEREBY ASSUME AND AGREE TO PAY THE 1940 TAXES ON THE PROPERTY HEREIN CONVEYED.

I declare that I am the true and lawful holder of the claim secured by the instrument within recorded, and hereby acknowledge the satisfaction thereof and discharge of the lien to secure the same in full. This 26 day of May 1949.

Attest: J.P. Wilson 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 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 GEO. I.WADDEY , 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 , 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 GEO.I.WADDEY , 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 GEO. I.WADDEY , 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 , 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 W.G. FARRAR & LILLIAN M.FARRAR AGREES TO KEEP THE BUILDING INSURED IN SOME RELIABLE INSURANCE COMPANY TO FURTHER SECURE THE ABOVE DEBT.

WE, BEATRICE LOCKHART AND HUSBAND,W.L.LOCKHART,

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

W.G. FARRAR AND WIFE, LILLIAN M.FARRAR,THEIR

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

BEING LOT NO.44 ON THE MAP OF WOODMONT PARK SUBDIVISION,AS OF RECORD IN BOOK 547, PAGE 148, OF THE REGISTER'S OFFICE FOR SAID COUNTY.

SAID LOT NO.44 FRONTS 100 FEET ON THE WESTERLY SIDE OF CANTRELL AVENUE,AND RUNS BACK, BETWEEN PARALLEL LINES, 200 FEET TO A DEAD LINE.

AND BEING THE SAME PROPERTY CONVEYED TO THE SAID BEATRICE LOCKHART, BY EUGENE PHILLIPS,TRUSTEE, AS OF RECORD IN BOOK 737, PAGE 76, 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 W.G. FARRAR AND WIFE, LILLIAN M.FARRAR,THEIR heirs and assigns, forever. And WE do covenant with the said W.G. FARRAR AND LILLIAN M.FARRAR 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 AS HEREIN DESCRIBED.

And WE, BEATRICE LOCKHART AND W.L. LOCKHART,

do further covenant and bind OURSELVES,OUR heirs and representatives, to warrant and forever defend the title to said land to the said W.G. FARRAR AND WIFE LILLIAN M.FARRAR,THEIR heirs and assigns, against the lawful claims of all persons whomsoever.

Witness OUR hand S. this 15TH day of AUGUST 1940.

~~XXXXXXX~~ WITNESS --

BEATRICE LOCKHART
W.L. LOCKHART

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 W.L. LOCKHART AND WIFE, BEATRICE LOCKHART the bargainor S , with whom I am personally acquainted, and who acknowledged that THEY 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 26 day of AUGUST 1940

COM.EXPIRES OCT 3 1943

U.S.R.S. $.55¢ (SEAL) C.B. TUCKER Notary Public.

REC'D SEPT 23,1940 AT 2:19 P.M.

STATE OF TENNESSEE, }
DAVIDSON COUNTY. } X

Personally appeared before me, X , 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 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 day of
X

Notary Public.