FOR AND IN CONSIDERATION of the sum of ($ 2750.00) TWENTY SEVEN HUNDRED & FIFTY DOLLARS,

PAID AND TO BE PAID BY OTIS D. HARRIS AND WIFE LOUISE HARRIS AS FOLLOWS:

TWO HUNDRED AND SEVENTY FIVE AND NO/100 DOLLARS CASH IN HAND PAID, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED. AND THE SAID OTIS D. HARRIS AND WIFE LOUISE HARRIS, HEREBY ASSUME AND AGREE TO PAY ONE NOTE OF FIFTEEN HUNDRED AND NO/KOO DOLLARS, DATED NOV. 1, 1938, AND FALLING DUE THREE YEARS AFTER DATE, WITH INTEREST FROM JULY 1, 1942, AND EXECUTED BY CECIL NICKS AND WIFE, EDITH SMITH NICKS. SAID NOTE IS SECURED BY DEED OF TRUST ON THE WITHIN DESCRIBED PROPERTY, AS OF RECORD IN BOOK 1087, PAGE 278, OF THE REGISTERS OFFICE, DAVIDSON COUNTY, TENN. TO WHICH REFERENCE IS HEREBY MADE.

AND FOR THE REMAINDER, THE SAID OTIS D. HARRIS AND WIFE LOUISE HARRIS HAVE THIS DATE EXECUTED THEIR PROMISSORY NOTE, PAYABLE TO THE ORDER OF THEMSELVES, AND ENDORSED BY EACH OF THEM, IN THESUM OF NINE HUNDRED AND SEVENTY FIVE AND NO/100 DOLLARS ($975.00) PAYABLE THE FIRST FORTY EIGHT PAYMENTS IN THE SUM OF TWENTY ($20.00) DOLLARS EACH, AND THE FORTY NINTH AND LAST PAYMENT IN THE SUM OF FIFTEEN ($15.00) DOLLARS, WITH INTEREST AT SIX PERCENT FROM DATE, THE FIRST OF SAIDPAYMENTS BEING DUE SEPT. 1, 1942, AND MONTHLY THEREAFTER UNTIL ALL ARE PAID. TO SECURE THE PAYMENT OF WHICH NOTE AND INTEREST, A LEIN IS HEREBY EXPRESSLY RETAINED ON THE PROPERTY HEREIN CONVEYED.

AND THE SAID OTIS D. HARRIS AND WIFE, LOUISE HARRIS HEREBY ASSUME AND AGREE TO PAY THE 1942 TAXES ON THE PROPERTY HEREIN CONVEYED.

Note for $975.00

24 May 1938

In case any one of said notes remains unpaid for 3 PAYMENTS months after its maturity, all of the ~~notes~~ then unpaid shall immediately become due and payable; and said CECIL NICKS 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 CECIL NICKS , 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 CECIL NICKS 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 CECIL NICKS , 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 CECIL NICKS, , 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 CECIL NICKS , 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 OTIS D. HARRIS AND LOUISE HARRIS AGREES TO KEEP THE BUILDING INSURED IN SOME RELIABLE INSURANCE COMPANY TO FURTHER SECURE THE ABOVE DEBT.

WE, CECIL NICKS AND WIFE, EDITH SMITH NICKS,

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

OTIS D. HARRIS AND WIFE, LOUISE HARRIS, THEIR

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

LAND IN DAVIDSON COUNTY, TENNESSEE, BEING LOTS NOS. 7 AND 8 OF BLOCK 'C' ON THE REVISED PLAN OF POWER AND ROTH'S MADISON PARK SUB-DIVISION AS OF RECORD IN BOOK 843, PAGE 7, REGISTER'S OFFICE FOR SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE WESTERLY MARGIN OF ARGYLE AVENUE, THE COMMON CORNER OF LOTS 6 AND 7; THENCE WITH THE LINE BETWEEN SAID TWO LOTS WESTERLY 236.4 FEET TO A POINT, THE COMMON CORNER OF LOTS 6, 7, 21 AND 22; THENCE WITH THE EAST LINE OF LOT 21 IN A SOUTHERLY DIRECTION 78.6 FEET TO A POINT IN THE NORTH LINE OF LOT NO. 15; THENCE WITH THE NORTH LINE OF THE SAME LOT, AND LOT NO. 14 IN A SOUTHEASTERLY DIRECTION 62 FEET TO A POINT, THE COMMON CORNER OF LOTS, 8, 9 AND 14; THENCE WITH THE LINE OF LOTS 8 AND 9 EASTERLY 200 FEET TO THE WEST MARGIN OF ARGYLE AVENUE; THENCE WITH THE SAME NORTH 100 FEET TO THE POINT

OF BEGINNING

BEING THE SAME PROPERTY CONVEYED TO CECIL NICKS, BY DEED FROM CHAS. H. COLLIER AND WIFE, OF RECORD IN BOOK 1046, PAGE 629, SAID REGISTER'S OFFICE.

TO HAVE AND TO HOLD the said tract or parcel of land, with the appurtenances, estate, title, and interest thereto belonging, to the said OTIS D. HARRIS AND WIFE LOUISE HARRIS, THEIR

heirs and assigns, forever. And WE do covenant with the said OTIS D. HARRIS AND WIFE LOUISE HARRIS, ~~XXXXX~~ 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, CECIL NICKS AND EDITH SMITH NICKS

do further covenant and bind OURSELVES, OUR

OTIS D. HARRIS AND LOUISE HARRIS, THEIR

heirs and representatives, to warrant and forever defend the title to said land to the said heirs and assigns, against the lawful claims of all persons whomsoever.

Witness OUR hands, this 1ST day of JULY, 1942.

Witness

CECIL NICKS

EDITH SMITH NICKS

STATE OF ~~TENNESSEE~~ ALABAMA, TALLADEGA ~~DAVIDSON~~ COUNTY.

Personally appeared before me, J. A. ROBINSON , a Notary Public in and for said County and State, the within-named CECIL NICKS AND EDITH SMITH NICKS the bargainor -, with whom I am personally acquainted, and who acknowledged that THEY executed the annexed instrument for the purposes therein contained.

And EDITH SMITH NICKS, WIFE of the said CECIL NICKS having personally appeared before me privately and apart from her husband, the said EDITH SMITH NICKS , 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~~ SYLACAUGA, ALA., this 11 day of JULY, 1942.

MY COMMISSION EXPIRES MAY27, 1944.

U.S.R.S. $1.65

RECEIVED JULY 20, 1942, AT 2:16 P.M.

(SEAL)

J. A. ROBINSON, Notary Public.

X

STATE OF TENNESSEE, DAVIDSON COUNTY.

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.

X

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.

E. H.