NUMBER 86484 RECORDED SEPT. 25, 1942.

C.R. FOUNTAIN, TO CHAS.H.WEAVER, ET AL .

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FOR AND IN CONSIDERATION of the sum of ($ 4000.00) FOUR THOUSAND AND NO/100 DOLLARS,

PAID AND TO BE PAID BY CHARLES H.WEAVER AND WIFE, JULIA R.WEAVER AS FOLLOWS: FIVE HUNDRED ($500.00) DOLLARS CASH IN HAND PAID, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED. AND THE SAID CHARLES H.WEAVER AND JULIA R.WEAVER, HEREBY ASSUME AND AGREE TO PAY ONE NOTE FOR EIGHTEEN HUNDRED ($1800.00) DOLLARS, BEING THE UNPAID BALANCE OF A NOTE DATED APRIL 1, 1938 FOR TWENTY FOUR HUNDRED ($2400.00) DOLLARS, AND EXTENDED TO APRIL 1, 1943, AND TWO INTEREST NOTES EXECUTED BY C.R.FOUNTAIN AND WIFE, LUCY L.FOUNTAIN. SAID NOTE IS SECURED BY DEED OF TRUST ON THE WITHIN DESCRIBED PROPERTY, AS OF RECORD IN BOOK 791, PAGE 272, OF THE REGISTERS OFFICE FOR DAVIDSON COUNTY, TENNESSEE, TO WHICH REFERENCE IS HEREBY MADE. AND FOR THE REMAINDER THE SAID CHARLES H.WEAVER AND JULIA R.WEAVER HAVE THIS DATE EXECUTED THEIR FORTY THREE NOTES, 42 OF WHICH ARE FOR THE PRINCIPAL SUM OF $40.00, AND ONE FOR $20.00; THE FIRST OF SAID PROMISSORY NOTES IS FOR THE SUM OF $48.50, THE INTEREST HAVING BEEN COMPUTED AND ADDED INTO THE FACE OF EACH NOTE, AND DUE 30 DAYS AFTER DATE, AND THE SUCCEEDING NOTES DUE EACH SUCCEEDING MONTH THEREAFTER FOR TWENTY CENTS LESS; THE LAST NOTE BEING FOR $20.10. SAID NOTES ARE PAYABLE ON OR BEFORE, AND SHALL DRAW INTEREST AT THE RATE OF SIX PERCENT PER ANNUM AFTER MATURITY. TO SECURE THE PAYMENT OF WHICH NOTES AND INTEREST, A LEIN IS HEREBY EXPRESSLY RETAINED ON THE PROPERTY HEREIN CONVEYED. AND THE SAID CHARLES H.WEAVER AND JULIA R.WEAVER, HEREBY ASSUME AND AGREE TO PAY THE 1942 TAXES ON THE PROPERTY HEREIN CONVEYED.

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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 C.R.FOUNTAIN 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 C.R.FOUNTAIN , 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 C.R.FOUNTAIN , 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 C.R.FOUNTAIN , 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 C.R.FOUNTAIN , 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 C.R.FOUNTAIN , 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.

WE, C.R.FOUNTAIN AND WIFE, LUCY L.FOUNTAIN,

have this day bargained and sold, and by these presents do transfer and convey, unto the said CHARLES H.WEAVER AND JULIA R.WEAVER, THEIR heirs and assigns, a certain tract or parcel of land in Davidson County, State of Tennessee, as follows:

BEING LOT NO.54 ON THE REVISED PLAN OF GEO.W.BLAIR'S SUBDIVISION OF BELMONT HEIGHTS, AS OF RECORD IN BOOK NO.332, PAGE 56, OF THE REGISTERS OFFICE OF SAID COUNTY.

SAID LOT NO.54 FRONTS 50 FEET ON THE EASTERLY SIDE OF 19TH AVENUE SOUTH, FORMERLY ALPINE AVENUE, AND RUNS BACK, BETWEEN PARALLEL LINES, 160.8 FEET ON THE NORTHERLY LINE, AND 161.3 FEET ON THE SOUTHERLY LINE, TO AN ALLEY.

AND BEING THE SAME PROPERTY CONVEYED TO C.R.FOUNTAIN BY J.W.PEARSON AS OF RECORD IN BOOK NO. 641, PAGE 255, OF THE REGISTERS 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 CHARLES H.WEAVER AND JULIA R.WEAVER, THEIR heirs and assigns, forever. And WE do covenant with the said CHARLES H.WEAVER AND JULIA R. WEAVER 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 STATE HEREIN / And WE, C.R. FOUNTAIN AND LUCY L.FOUNTAIN, do further covenant and bind OURSELVES, OUR heirs and representatives, to warrant and forever defend the title to said land to the said CHARLES H.WEAVER AND JULIA R. WEAVER, THEIR heirs and assigns, against the lawful claims of all persons whomsoever.

Witness OUR hand S, this 15TH day of SEPTEMBER, 1942.

Witness

WILLARD H.SPRAGUE AS TO BOTH

C.R.FOUNTAIN

LUCY L.FOUNTAIN

STATE OF ~~TENNESSEE~~ MASS. MIDDLESEX ~~DAVIDSON~~ COUNTY.

Personally appeared before me, WILLARD H.SPRAGUE , a Notary Public in and for said County and State, the within-named C.R.FOUNTAIN AND LUCY L.FOUNTAIN, the bargainor S , with whom I am personally acquainted, and who acknowledged that THEY executed the annexed instrument for the purposes therein contained.

And LUCY L.FOUNTAIN, WIFE OF C.R.FOUNTAIN, of the said having personally appeared before me privately and apart from her husband, the said C.R.FOUNTAIN , 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,~~ CAMBRIDGE, MASSACHUSETTS, this 15TH day of SEPTEMBER, 1942.

MY COMMISSION EXPIRES APRIL 12, 1946.

U.S.R.S. $2.50
RECD SEPT. 24, 1942 AT 11:55 A.M.

(SEAL) WILLARD H.SPRAGUE, Notary Public.

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, X , a Notary Public in and for said County and State, the within-named X the bargainor , with whom I am personally acquainted, and who acknowledged that X 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 X , 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.

X