NUMBER 96086
E.B.RUCKER, TO C.W.ROGERS ET UX.
RECORDED MAY 24, 1943.
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FOR AND IN CONSIDERATION of the sum of ($ 4500.00) FOUR THOUSAND, FIVE HUNDRED AND 00/100 / DOLLARS, PAID AND TO BE PAID BY C.W.ROGERS AND WIFE, LOUISE ROGERS AS FOLLOWS: THE SAID C.W.ROGERS AND WIFE, LOUISE ROGERS HAVE EXECUTED FORTY-ONE (41) NOTES EACH IN THE PRINCIPAL SUM OF THIRTY AND 00/100 ($30.00) DOLLARS, AND ONE (1) NOTE IN THE PRINCIPAL SUM OF TWENTY AND 00/100 ($20.00) DOLLARS, DATED NOVEMBER 23, 1939, AND PAYABLE MONTHLY, THE FIRST NOTE BEING DUE DECEMBER 23, 1939, AND ONE OF SAID NOTES BEING DUE ON THE 23RD OF EACH MONTH THEREAFTER UNTIL ALL ARE PAID. ALSO ONE PRINCIPAL NOTE OF ONE THOUSAND, FIVE HUNDRED AND 00/100 ($1500.00) DOLLARS, DATED NOVEMBER 23, 1939, DUE FOUR YEARS FROM DATE, WITH INTEREST PAYABLE SEMI-ANNUALLY. ALL NOTES DRAW INTEREST AT THE RATE OF 6% PER ANNUM. A LIEN IS RETAINED ON THE PROPERTY HEREIN CONVEYED TO SECURE PAYMENT OF SAID NOTES. FOR THE REMAINING ONE THOUSAND, SEVEN HUNDRED, FIFTY AND 00/100 ($1750.00) DOLLARS, THE SAID C.W.ROGERS AND WIFE LOUISE ROGERS HAVE PAID IN OTHER PROPERTY THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED.

ALL NOTES ARE PAYABLE ON OR BEFORE DUE DATE.

PRINCIPAL

In case any one of said notes remains unpaid for TWO months after its maturity, all of the notes then unpaid shall immediately become due and payable; and said E.B.RUCKER 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 E.B.RUCKER , 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 E.B.RUCKER 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 E.B.RUCKER , 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 E.B.RUCKER , 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 E.B.RUCKER , 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.

THE PURCHASER AGREES TO KEEP THE BUILDINGS ON SAID PROPERTY INSURED FOR THE AMOUNT OF $1450.00, WITH LOSS CLAUSE PAYABLE TO THE OWNER OR HOLDER OF SAID NOTES.

I, E.B.RUCKER, WIDOWER,

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

C.W.ROGERS AND WIFE, LOUISE ROGERS, THEIR

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

BEING IN THE 13TH CIVIL DISTRICT OF DAVIDSON COUNTY, TENNESSEE, BEGINNING AT A PLANTED STONE ON A RIDGE, SAME BEING WEST AND LAMPLEY'S CORNER; THENCE WITH THE EAST LINE SOUTH 87° EAST 62-3/5 POLES TO A POINT IN THE CENTER OF WHITE'S BEND COUNTY ROAD; THENCE WITH THE SEVERAL MEANDERS OF SAID COUNTY ROAD AS FOLLOWS: NORTH 18½° EAST 8-4/5 POLES; NORTH 25½° EAST 24 POLES; NORTH 19½° NORTH 42 POLES; NORTH 17¼° EAST 38 POLES; NORTH 13½° EAST 10 POLES; NORTH 18° EAST 16 POLES; NORTH 23° EAST 9-1/5 POLES; NORTH 8½° WEST 3-2/5 POLES TO A POINT IN A BRANCH; SAID POINT BEING ONE POLE WEST OF THE CENTER OF SAID ROAD; SAME BEING ONE OF THE ORIGINAL CORNERS; THENCE 64½° WEST 32 POLES TO A POINT ON A RIDGE; THENCE SOUTH 38° WEST 6 POLES; THENCE SOUTH 25½° WEST 46 POLES; THENCE SOUTH 35½° WEST 20 POLES; THENCE SOUTH 42½° WEST 24.4 POLES TO A HICKORY; THENCE SCUTH 7½° EAST 10 POLES; THENCE SOUTH 20° WEST 8 POLES; THENCE SOUTH 26° WEST 40.8 POLES; THENCE SOUTH 18° WEST 19 POLES TO THE BEGINNING, ESTIMATED ABOUT 70 ACRES, MORE OR LESS.

BEING THE SAME PROPERTY CONVEYED TO E.B.RUCKER BY DEED RECORDED IN BOOK 918, PAGE 740, R.O. D.C., TENNESSEE.

TO HAVE AND TO HOLD the said tract or parcel of land, with the appurtenances, estate, title, and interest thereto belonging, to the said C.W.ROGERS AND WIFE, LOUISE ROGERS, THEIR heirs and assigns, forever. And I do covenant with the said C.W.ROGERS AND WIFE, LOUISE ROGERS, that I AM lawfully seized and possessed of said land in fee simple, have a good right to convey it, and the same is unincumbered.

And I do further covenant and bind MYSELF, MY heirs and representatives, to warrant and forever defend the title to said land to the said C.W.ROGERS AND WIFE, LOUISE ROGERS, THEIR heirs and assigns, against the lawful claims of all persons whomsoever.

Witness MY hand, this 23RD day of NOVEMBER, 1939.

Witness _

_ E. B. RUCKER

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, J.W.VAUGHAN, a Notary Public in and for said County and State, the within-named E.B.RUCKER, WIDOWER, the bargainor, with whom I am personally acquainted, and who acknowledged that HE 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 27TH day of NOVEMBER, 1939.
MY COMMISSION EXPIRES, APRIL 11, 1942.
U.S.R.S. $4.50.
RECD MAY 24, 1943 AT 9:45 A.M.
(SEAL) J.W.VAUGHAN, Notary Public.

STATE OF TENNESSEE, DAVIDSON COUNTY. X

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
of the said X
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.