IRVINE G. CHASE ET UX
--TO--
JAMES E. PUGH, ET UX

NUMBER 130378
RECORDED AUGUST 26, 1943

FOR AND IN CONSIDERATION of the sum of ($40[illegible].00 FOUR THOUSAND & NO/100--- DOLLARS, TAIL AND TO BE PAID BY JAMES E. PUGH AND WIFE, CLARA H. PUGH AS FOLLOWS: FOUR HUNDRED ($400.00) DOLLARS, CASH IN HAND PAID THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED AND THE SAID JAMES E. PUGH AND WIFE, HEREBY ASSUMES AND AGREES TO PAY THE BALANCE OF AN INDEBTEDNESS OF THREE THOUSAND ($3000.00) DOLLARS, WITH INTEREST FROM EVEN DATE HEREWITH DATED FEBRUARY 15, 1941 AND FALLING DUE THREE YEARS AFTER DATE, AND EXECUTED BY I. G. CHASE AND WIFE, TO JOHN M. GATE, TRUSTEE, AS OF RECORD IN BOOK NO. 1[illegible]5, PAGE 145, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE. TO WHICH REFERENCE IS HEREBY MADE, AND FOR THE PAYMENT OF THE SAID JAMES E. PUGH AND WIFE, HAVE THIS DAY EXECUTED THEIR TWENTY (20) JOINT PROMISSORY NOTES, PAYABLE TO THE ORDER OF I. G. CHASE. THE FIRST NOTE BEING IN SUM OF THIRTY THREE ($33[illegible].00) DOLLARS, AND EACH SUCCEEDING NOTE RESPECTIVELY THEREAFTER BEING FOR ONE MONTH FIFTEEN (15) CENTS LESS THAN THE PRECEDING NOTE. THE FIRST ONE OF SAID NOTES FALLS DUE ON OR BEFORE SEPTEMBER 15TH, 1943, AND THE OTHERS ON OR BEFORE THE 15TH DAY OF EACH MONTH RESPECTIVELY THEREAFTER UNTIL ALL ARE PAID, AND NONE OF SAID NOTES BEAR INTEREST EXCEPT AFTER MATURITY, THE INTEREST BEING COMPUTED AND PAID INTO THE FACE OF EACH NOTE.

TO SECURE THE PAYMENT OF WHICH NOTES AND INTEREST A LIEN IS HEREBY EXPRESSLY RETAINED ON THE PROPERTY HEREIN CONVEYED.

THE PURCHASER ASSUMES AND AGREES TO PAY 1943 TAXES.

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 IRVINE G. CHASE 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 IRVINE G. CHASE, 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 IRVINE G. CHASE, 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 IRVINE G. CHASE, 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 IRVINE G. CHASE, 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 IRVINE G. CHASE, 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 JAMES E. PUGH AND WIFE, AGREES TO KEEP THE BUILDING INSURED IN SOME RELIABLE INSURANCE COMPANY TO FURTHER SECURE THE ABOVE DEBT.

WE, IRVINE G. CHASE AND WIFE, MATTIE L. CHASE

have this day bargained and sold, and by these presents do transfer and convey, unto the said JAMES E. PUGH AND WIFE, CLARA H. PUGH

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

BEING THE WESTERLY 50 FEET ON THE NORTHERLY 192 FEET OF LOT 36 ON THE MAP OF BELAIR, AS OF RECORD IN BOOK NO. 332, PAGE 6, REGISTER'S OFFICE FOR SAID COUNTY/

SAID PART OF SAID LOT NO. 36 FRONTS 50 FEET ON THE SOUTHERLY SIDE OF WEST LINDEN AVENUE, FORMERLY SUNSET AVENUE, AND RUNS BACK BETWEEN PARALLEL LINES 192 FEET TO A DEED LINE.

BEING THE SAME PROPERTY CONVEYED TO IRVINE G. CHASE BY DEED FROM BESSIE MARIE LOCKE, ET AL. OF RECORD IN BOOK 1011, PAGE 125, 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 JAMES E. PUGH AND WIFE, CLARA H. PUGH, THEIR

heirs and assigns, forever. And WE do covenant with the said JAMES E. PUGH AND WIFE, CLARA H. PUGH 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 ABOVE SAID. TAXES FOR 1943 TO BE PRORATED FROM DATE OF DEED.

And WE, IRVINE G. CHASE AND WIFE, MATTIE L. CHASE

do further covenant and bind OURSELVES, OUR

heirs and representatives, to warrant and forever defend the title to said land to the said JAMES E. PUGH AND WIFE, CLARA H. PUGH THEIR heirs and assigns, against the lawful claims of all persons whomsoever.

Witness OUR hand S, this 10TH day of AUGUST, 1943

Witness

IRVINE G. CHASE
MATTIE LEE CHASE

STATE OF TENNESSEE,
DAVIDSON COUNTY.

Personally appeared before me, [illegible] K. BRAMS, a Notary Public in and for said County and State, the within-named IRVINE G. CHASE AND WIFE, MATTIE LEE CHASE the bargainor S, with whom I am personally acquainted, and who acknowledged that THEY executed the annexed instrument for the purposes therein contained.

And MATTIE LEE CHASE, WIFE of the said IRVINE G. CHASE having personally appeared before me privately and apart from her husband, the said MATTIE L. CHASE, 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 10TH day of AUGUST, 1943

(SEAL) IRVINE K. BRAMS
Notary Public.

COM EX JULY 9TH 1945

STATE OF TENNESSEE,
DAVIDSON COUNTY.

Personally appeared before me, , 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
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

U.S.R.S. #1.10
REC AUGUST 25, 1943 AT 10:44 A M
LP

Notary Public.