BOOK 808

NUMBER 46875 RECORDED JANUARY 28, 1946

LEON H. CLIFTON, ET UX -TO- WILLIAM T. SANDS, ET UX

FOR AND IN CONSIDERATION of the sum of ($000.00)FIVE THOUSAND & NO/100 DOLLARS.
PAID AND TO BE PAID BY WILLIAM T. SANDS AND WIFE JIMMIE ALLEN SANDS, AS FOLLOWS:

THIRTEEN HUNDRED TEN AND NO/100 ($1310.00) DOLLARS, CASH IN HAND PAID, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, AND FOR THE REMAINDER, THE SAID WILLIAM T. SANDS AND WIFE, JIMMIE ALLEN SANDS, HAVE THIS DAY EXECUTED ONE NOTE FOR THREE HUNDRED AND NO/100 ($300.00) DOLLARS BEING 6% INTEREST, AND FALLING DUE SEPTEMBER 1ST, 1946, PAYABLE TO THE ORDER OF OURSELVES AND ENDORSED BY EACH OF US. WE ALSO ASSUME AND AGREE TO PAY ONE NOTE, DATED JULY 27TH, 1945, FOR TWO THOUSAND AND NO/100 ($2000.00) DOLLARS WITH 5% INTEREST PAYABLE SEMI-ANNUALLY, SAID NOTE FALLING DUE ON JULY 27TH, 1948. WE ALSO ASSUME AND AGREE TO PAY 40 MONTHLY NOTES DATED JULY 27TH, 1945 WITH 6% INTEREST FROM THEIR DATES. THE FIRST 39 NOTES BEING IN THE SUM OF THIRTY-FIVE AND NO/100 ($35.00) DOLLARS EACH AND THE LAST NOTE BEING IN THE SUM OF TWENTY-FIVE AND NO/100 ($25.00) DOLLARS. THE FIRST ONE OF SAID MONTHLY NOTES FALLING DUE FEBRUARY 27TH, 1946 AND ONE ON THE 27TH DAY OF EACH SUCCEEDING MONTH THEREAFTER UNTIL ALL ARE PAID. THESE NOTES BEING THE BALANCE OF A SERIES OF 40 NOTES AS RECORDED IN BOOK NO. 1326, PAGE 389, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE.

TO SECURE THE PAYMENT OF WHICH NOTES AND INTEREST, A LIEN IS HEREBY EXPRESSLY RETAINED ON THE PROPERTY HEREIN CONVEYED. THE PURCHASERS ASSUMES AND AGREES TO PAY 1946 TAXES ON THE PROPERTY HEREIN CONVEYED.

I declare that I am the [illegible] of 1-$300.00 Note ... to be satisfactory ... secured by the lien ... and ... Dec 1

Attest: J P Wh[illegible] 9 C B Tucker

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 LEON H. CLIFTON AND WIFE ESTHER CATHERINE CLIFTON 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 LEON H. CLIFTON & WIFE ESTHER C. CLIFTON , 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 LEON H. CLIFTON & WIFE ESTHER C. CLIFTON 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 LEON H. CLIFTON AND WIFE ESTHER C. CLIFTON , 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 LEON H. CLIFTON AND WIFE ESTHER CATHERINE CLIFTON 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 LEON H. CLIFTON & WIFE ESTHER C. CLIFTON , 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, LEON H. CLIFTON AND WIFE, ESTHER CATHERINE CLIFTON,

have this day bargained and sold, and by these presents do transfer and convey, unto the said WILLIAM T. SANDS AND WIFE JIMMIE ALLEN SANDS, THEIR

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

BEING LOT NO. 475 ON THE MAP OF RICHLAND REALTY COMPANY'S DIVISION "C" AS OF RECORD IN BOOK 421, PAGE 31, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE. SAID LOT NO. 475 FRONTS 60 FEET ON THE SOUTHERLY SIDE OF WESTBROOK AVENUE AND RUNS BACK 134 FEET ON THE WESTERLY LINE AND 150 FEET ON THE EASTERLY LINE OF LOT NO. 476 MEASURING 60 FEET THEREON. BEING THE SAME PROPERTY CONVEYED TO LEON H. CHILTON BY DEED FROM E. LEE BENNETT AND WIFE, OF RECORD IN BOOK 1341, PAGE 420, 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 WILLIAM T. SANDS AND WIFE, JIMMIE ALLEN SANDS, THEIR

heirs and assigns, forever. And WE do covenant with the said WILLIAM T. SANDS AND WIFE JIMMIE ALLEN SANDS 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.

And WE, LEON H. CLIFTON AND WIFE ESTHER CATHERINE CLIFTON

do further covenant and bind OURSELVES, OUR

heirs and representatives, to warrant and forever defend the title to said land to the said WILLIAM T. SANDS AND WIFE, JIMMIE ALLEN SANDS, THEIR heirs and assigns, against the lawful claims of all persons whomsoever.

Witness OUR hand S. this 18TH day of JANUARY, 1946

Witness LEON H. CLIFTON

ESTHER CATHERINE CLIFTON

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 LEON H. CLIFTON AND WIFE ESTHER CATHERINE CLIFTON the bargainors , 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 18TH day of JANUARY 1946.

MU COMMISSION EXPIRES OCT. 7, 1947 (SEAL) C. B. TUCKER Notary Public.

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

Notary Public.

RECEIVED JANUARY 28, 1946 AT 10:12 A.M. - USRS $5.50 - DG