NUMBER 21644 RECORDED SEPT. 27TH, 1932. T. F. WILLIAMS ET UX, TO BOYD ETHER MCCORD ET UX.

FOR AND IN CONSIDERATION of the sum of EIGHTEEN HUNDRED AND NO/100 DOLLARS ($1800.00) OF WHICH THE SUM OF ONE HUNDRED AND NO/100 DOLLARS ($100.00) HAS BEEN PAID IN CASH BY BOYD ETHER MCCORD AND WIEE EMMA LEE MCCORD THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, AND FOR THE RESIDUE ($1700.00) THE SAID BOYD ETHER MCCORD AND WIFE EMMA LEE MCCORD, HAVE EXECUTED AND DELIVERED TO T. F. WILLIAMS EIGHTY FIVE (85) PROMISSORY NOTESOF EVEN DATE HEREWITH, EACH FOR TWENTY FOUR AND 30/100 ($24.30) DOLLARS ($24.30) PAYABLE TO THE ORDER OF SAID T. F. WILLIAMS FROM ONE TO 85 MONTHS, RESPECTIVELY, CONSECUTIVELY , AFTER DATE WITH SIX PER CENT INTEREST FROM MATURITY AND TO SECURE THE PAYMENT OF SAID NOTES, PRINCIPAL AND INTEREST A LIEN IS EXPRESSLY RETAINED ON THE REAL ESTATE HEREIN CONVEYED , WE. T. F. WILLIAMS AND WIFE HANNAH T. WILLIAMS HAVE BARGAINED AND SOLD, AND DO HEREBY TRANSFER AND CONVEY UNTO THE SAID BOYD ETHER MCCORD AND WIFE EMMA LEE MCCORD, THEIR HEIRS AND ASSIGNS, CERTAIN REAL ESTATE IN DAVIDSON COUNTY, STATE OF TENNESSEE, AS FOLLOWS:

BEING LOT NO. ONE HUNDRED AND NINE(109) ON THE PLAN OF WEST END ANNEX , AS SUBDIVIDED BY SYLVAN PARK LAND COMPANY AS OF RECORD IN BOOK 332, PAGE 61 R.O.D.C. TENN.

SAID LOT NO. 109 FRONTS ONE HUNDRED (100) FEET ON THE SOUTH SIDE OF A TWENTY FIVE FOOT STREET OR ALLEY AND RUNS BACK, BETWEEN PARALLEL LINES, ONE HUNDRED AND THIRTY NINE AND SEVEN TENTHS (139.7) FEET ON THE EAST LINE AND ONE HUNDRED AND FORTY AND THREE-TENTHS (140.3) FEET ON THE WEST LINE , WITH THE EAST MARGIN OF 42ND AVENUE NORTH, FORMERLY 1ST STREET, TO A FIFTEEN FOOT ALLEY.

THIS IS THE SAME PROPERTY CONVEYED TO THE SAID T. F. WILLIAMS ET UX, HANNAH T. WILLIAMS BY WILSON THOMPSON ET UX, WILLIE THOMPSON BY DEED DATED MARCH 20TH, 1926 AND RECORDED IN BOOK 655, PAGE 134, R.O.D.C. TENN.

THE SAID T. F. WILLIAMS IS TO PAY ALL THE TAXES ON THE ABOVE DESCRIBED PROPERTY FOR THE YEAR 1932.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereunto belonging and appertaining to the said BOYD ETHER MCCORD AND WIFE EMMA LEE MCCORD, THEIR heirs and assigns forever. And WE do covenant with the said BOYD ETHER MCCORD AND WIFE EMMA LEE MCCORD, that WE ARE lawfully seized and possessed of said real estate in fee simple, have a good right to convey it, and that it is unincumbered. And WE do further covenant and bind OURSELVES, OUR heirs and representatives to warrant and forever defend the title to said real estate to the said BOYD ETHER MCCORD AND WIFE EMMA LEE MCCORD, THEIR heirs and assigns, against the lawful claims of all persons whomsoever.

And now, for the purpose of better securing the payment of the lien notes hereinbefore described, and to render unnecessary court proceedings of any character to enforce their collection, and in consideration of the sum of one dollar to US in hand paid, the receipt of which is hereby acknowledged, BOYD ETHER MCCORD AND WIFE EMMA LEE MCCORD,

do hereby transfer and convey unto RUFUS GANN , as Trustee, his successors and assigns, the real estate hereinbefore described, to have and to hold for the purpose aforesaid, and no other.

WE agree to keep the buildings on said premises insured in some reliable fire insurance company or companies for at least the sum of $1200.00 until the notes herein secured are fully paid, loss, if any, to be made payable on the policy or policies to said Trustee for the benefit of the lawful owner and holder of said lien notes, as his interest may appear. WE also agree to keep the improvements on said premises in good repair and preservation, and to pay all taxes and assessments thereon when due. In the event WE fail to keep up the insurance or repairs or pay taxes as required, WE agree that the Trustee, or the lawful owner and holder of said notes, or any of them, may do so, and charge and treat any and all sums so expended as a part of the indebtedness herein secured, the same to bear interest from the date of such payment.

WE agree that in the event WE make default for THREE months in the payment of any one or more of said lien notes, or if WE fail to repay any and all sums expended for insurance premiums, necessary repairs, or taxes within THREE months after the same have been paid, as hereinbefore authorized, in either case all remaining unpaid lien notes shall become at once due and payable, without demand or notice of any kind, and then, or at any time thereafter, and until the entire indebtedness herein secured is fully paid, the said Trustee, or his successor in trust, shall have the right, and is hereby fully authorized and empowered, to enter and take possession of the real estate hereinbefore described, and any and all improvements thereon erected or made, the rent accruing from same to be held for the benefit of the holder of the lien notes, and, after advertising once a week for four consecutive weeks in any newspaper published in Davidson County, Tennessee, the first notice or advertisement to appear at least thirty days before the day fixed for the sale, expose said real estate to sale at public auction, at the south door of the courthouse, in Nashville, Tennessee, to the highest bidder, for cash, free from the equity of redemption, homestead, dower, and all other exemptions of very kind, which are hereby expressly waived, and to execute and deliver a deed in fee simple to the purchaser. The lawful owner and holder of said lien notes, or any of them, is specially permitted to bid at such sale.

In case of sale, as hereinbefore authorized, the proceeds thereof will be disposed of by the Trustee, as follows:

First. He will pay any and all costs, charges, and expenses incident to the execution of this instrument and the enforcement of the lien reserved to secure said notes, in which may be included reasonable attorney's fees which may accrue in taking legal advice in the premises, or instituting or defending any suit or suits which may arise incident to the execution or enforcement of this instrument.

Second. He will pay any and all taxes which may have accrued and be a lien on said premises.

Third. He will pay all of said lien notes then remaining unpaid, together with any and all sums expended in the protection of said property, as hereinbefore authorized.

Fourth. He will pay the residue, if any, to BOYD ETHER MCCORD AND WIFE EMMA LEE MCCORD or THEIR heirs or representatives.

In case of the death, absence, inability, or refusal to act of the said Trustee at any time when action under the foregoing powers and trusts may be required, the lawful owner and holder of said lien notes, or in case there be several owners thereof, then of the first maturing unpaid lien notes, is fully authorized and empowered to appoint a successor to execute this trust, and the title herein vested in RUFUS GANN , Trustee, shall be vested in said successor.

In case of sale as above authorized the necessity of the Trustee giving bond and making oath, as required by statutes, is hereby expressly waived.

Witness OUR hand S , this the 20TH day of SEPTEMBER , 1932 .

BOYD ETHER MCCORD,
EMMA LEE MCCORD,

T. F. WILLIAMS
HANNAH T. WILLIAMS

STATE OF TENNESSEE, DAVIDSON COUNTY

Personally appeared before me, -------- , a Notary Public in and for said County and State, the within named T. F. WILLIAMS AND WIFE HANNAH T. WILLIAMS AND BOYD ETHER MCCORD AND WIFE EMMA LEE MCCORD, the bargainor S, with whom I am personally acquainted, and who acknowledged that THEY executed the within Deed instrument for the purposes therein contained.

And HANNAH T. WILLIAMS AND EMMA LEE MCCORD, T. F. WILLIAMS AND BOYD ETHER MCCORD, wi VES of the said having personally appeared before me, privately and apart from THEIR husband , the said HANNAH T. WILLIAMS AND EMMA LEE MCCORD, acknowledged the execution of said Deed to have been done by them freely, voluntarily, and understandingly, without compulsion or constraint from THEIR said husband S, and for the purposes therein expressed.

Witness my hand and official seal, at Nashville, Tennessee, this --- day of SEPTEMBER , A. D. 1932 .

Notary Public.

MY COMM. EX.

STATE OF TENNESSEE, DAVIDSON COUNTY

Personally appeared before me, PERCY G. WRIGHT , a Notary Public in and for said County and State, the within named BOYD ETHERL MCCORD EMMA LEE MCCORD T. F. WILLIAMS HANNAH T. WILLIAMS the bargainor S, with whom I am personally acquainted, and who acknowledged that THEY executed the within Deed instrument for the purposes therein contained.

And EMMA LEE MCCORD AND HANNAH T. WILLIAMS BOYD ETHER MCCORD AND T. F. WILLIAMS , wi FES of the said having personally appeared before me, privately and apart from THEIR husband S, the said EMMA LEE MCCORD AND HANNAH T. WILLIAMS, acknowledged the execution of said Deed to have been done by THEM freely, voluntarily, and understandingly, without compulsion or constraint from THEIR said husband S, and for the purposes therein expressed.

Witness my hand and official seal, at Nashville, Tennessee, this 24 day of SEPTEMBER , A. D. 1932 .

U.S.-R.D.#20

(SEAL) PERCY G. WRIGHT
Notary Public.

MY COMM. EX. NOV. 16, 1933

REC'D SEPT. 26TH 1932 AT 9;23 A. M.