NUMBER 59071 RECORDED AUG 2,1935 AMY RITCHIE DOBBINS,ET AL TO MARY WHITTEMORE

FOR AND IN CONSIDERATION of the sum of TWENTY ONE HUNDRED DOLLARS ($2100.00) OF WHICH AMOUNT THE SUM OF SIXTEEN HUNDRED DOLLARS ($1600.00) HAS BEEN PAID IN CASH BY MARY WHITTEMORE, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED; AND FOR THE REMAINDER, THE SAID MARY WHITTEMORE HAS EXECUTED HER FORTY-TWO (42) PROMISSORY NOTES, OF EVEN DATE HEREWITH, PAYABLE, FOR CONVENIENCE SAKE, TO THE COCKRILL-FINEGAN REALTY COMPANY,THEY BEING THE HOLDERS OF THE PRESENT INDEBTEDNESS ON THE PROPERTY HEREIN CONVEYED. ON OR BEFORE, ONE EACH MONTH, RESPECTIVELY, CONSECUTIVELY, BEGINNING SEPTEMBER 1ST,1935. THE FIRST ONE OF SAID NOTES IS FOR THE SUM OF $10.50, THE SECOND NOTE FOR $14.46 AND EACH NOTE THEREAFTER IS FOR AN AMOUNT SIX CENTS LESS THAN THE PRECEDING NOTE. THE PRINCIPAL OF THE FIRST NOTE IS $8.00 AND OF THE REMAINING NOTES, $12.00 EACH, AND THE BALANCE OF EACH NOTE IS INTEREST AT SIX PER CENT ON THE OUTSTANDING AMOUNT. THEREFORE SAID NOTES BEAR NO INTEREST EXCEPT FROM MATURITY. TO SECURE THE PAYMENT OF SAID NOTES A LIEN IS HEREBY EXPRESSLY RETAINED UPON THE PROPERTY HEREIN CONVEYED.

WE, AMY RITCHIE DOBBINS, FORMERLY AMY RITCHIE BENT, AND HUSBAND, JOE B. DOBBINS, HAVE BARGAINED AND SOLD, AND DO HEREBY TRANSFER AND CONVEY UNTO THE SAID MARY WHITTEMORE, HER HEIRS AND ASSIGNS, A ONE-HALF UNDIVIDED INTEREST AND TO DR. JOHN OVERTON,TRUSTEE, A ONE-HALF UNDIVIDED INTEREST, CERTAIN REAL ESTATE IN DAVIDSON COUNTY,STATE OF TENNESSEE, AS FOLLOWS:

BEING LOT NO.TWENTY-SIX (26) IN THE BRANSFORD REALTY COMPANY'S SUBDIVISION OF PART OF THE MANLOVE ADDITION, THE PLAN OF WHICH IS OF RECORD IN BOOK 421, PAGE 53, OF THE REGISTER'S OFFICE FOR DAVIDSON COUNTY,TENNESSEE.

SAID LOT NO.26 FRONTS FORTY (40) FEET ON THE NORTH SIDE OF THOMPSON STREET, AND EXTENDS BACK NORTHWARDLY, BETWEEN PARALLEL LINES, ONE HUNDRED AND FORTY TWO (142) FEET, MORE OR LESS, TO AN ALLEY.

BEING THE SAME PROPERTY CONVEYED TO MRS. AMY RITCHIE BENT, (NOW AMY RITCHIE DOBBINS) BY COCKRILL- FINEGAN REALTY COMAPNY,BY DEED DATED JUNE 30TH,1933 AND RECORDED IN BOOK 8[illegible] PAGE 13, R.O.D.C.,TENNESSEE.

TAXES FOR THE YEAR 1935 TO BE PRORATED, CONVEYORS PAYING 7/12TH AND CONVEYEE, 5/12THS.

I declare that I am the true and lawful holder of the claim secured by the instrument within recorded, and hereby acknowledge the satisfaction thereof and discharge of the lien to secure the same in full. This 2[illegible] day of [illegible] 1939

Attest: [illegible]

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereunto belonging and appertaining to the said MARY WHITTEMORE, A ONE-HALF UNDIVIDED INTEREST AND DR. JOHN OVERTON,TRUSTEE FOR MARY WHITTEMORE, A ONE-HALF UNDIVIDED INTEREST, HER heirs and assigns forever. And WE do covenant with the said MARY WHITTEMORE AND DR. JOHN OVERTON TRUSTEE FOR MARY WHITTEMORE 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 MARY WHITTEMORE, AND DR. JOHN OVERTON, TRUSTEE FOR MARY WHITTEMORE, HER 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 WE in hand paid, the receipt of which is hereby acknowledged,

WE, MARY WHITTEMORE, A WIDOW, AND DR. JOHN WHITTEMORE,TRUSTEE FOR MARY WHITTEMORE

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 $ 1500.00 FIRE AND WINDSTORM 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 TWO 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 TWO 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 every 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 MARY WHITTEMORE, ONE-HALF UNDIVIDED INTEREST AND DR. JOHN OVERTON, TRUSTEE FOR MARY WHITTEMORE, ONE-HALF UNDIVIDED INTEREST or HER 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 29TH day of JULY 1935. XXXX

MARY WHITTEMORE — AMY RITCHIE DOBBINS

DR. JOHN OVERTON,TRUSTEE — JOE B. DOBBINS

STATE OF TENNESSEE, DAVIDSON COUNTY

Personally appeared before me, W.T. GAITHER, a Notary Public in and for said County and State, the within named AMY RITCHIE DOBBINS AND HUSBAND JOE B. DOBBINS AND MARY WHITTEMORE, A WIDOW AND DR. JOHN OVERTON,TRUSTEE, the bargainors, with whom I am personally acquainted, and who acknowledged that THEY executed the within Deed instrument for the purposes therein contained.

And AMY RITCHIE DOBBINS WIFE of the said JOE B. DOBBINS having personally appeared before me, privately and apart from HER husband, the said AMY RITCHIE DOBBINS acknowledged the execution of said Deed 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 31ST day of JULY 1935, A. ~~D. 192~~.

COM.EXPIRES OCT 11,1936
U.S.R.S. $2.50

(SEAL) W.T. GAITHER Notary Public.

REC'D JULY 31,1935 AT 1:55 P.M.

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 within Deed instrument for the purposes therein contained.

And , wi of the said , having personally appeared before me, privately and apart from husband, the said acknowledged the execution of said Deed to have been done by freely, voluntarily, and understandingly, without compulsion or constraint from said husband, and for the purposes therein expressed.

Witness my hand and official seal, at Nashville, Tennessee, this day of , A. D. 192 .

Notary Public.