NUMBER 88172 RECORDED MAY 17, 1937. COCKRILL-FINEGAN REALTY CO. TO E. L. RAMSEY, ET UX.

FOR AND IN CONSIDERATION of the sum of SEVEN HUNDRED AND FIFTY AND NO/100 DOLLARS ($750.00)

OF WHICH THE SUM OF FIFTY AND NO/100 DOLLARS ($50.00) HAS BEEN PAID IN CASH BY E. L. RAMSEY AND WIFE VIRGIE E. RAMSEY, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, AND FOR THE RESIDUE ($700.00) THE SAID E. L. RAMSEY AND WIFE VIRGIE E. RAMSEY, HAVE EXECUTED AND DELIVERED TO THE COCKRILL-FINEGAN REALTY COMPANY, SEVENTY (70) MONTHLY PROMISSORY NOTES, OF EVEN DATE HEREWITH, EACH FOR TEN AND NO/100 DOLLARS ($10.00), PAYABLE TO THE ORDER OF SAID COMPANY, FROM ONE TO 70 MONTHS, RESPECTIVELY, CONSECUTIVELY, AFTER DATE, WITH SIX PER CENT INTEREST FROM DATE. AND TO SECURE THE PAYMENT OF SAID NOTES, PRINCIPAL AND INTEREST, A LIEN IS EXPRESSLY RETAINED ON THE REAL ESTATE HEREIN CONVEYED. THE COCKRILL-FINEGAN REALTY COMPANY, A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF TENNESSEE, HAS BARGAINED AND SOLD, AND DOES HEREBY TRANSFER AND CONVEY UNTO THE SAID E. L. RAMSEY AND WIFE VIRGIE E. RAMSEY, THEIR HEIRS AND ASSIGNS, CERTAIN REAL ESTATE IN DAVIDSON COUNTY, STATE OF TENNESSEE, AS FOLLOWS:

BEING LOT NO. ONE (1) OF BLOCK NO. 3, IN THE EXTENSION OF THE PLAN OF CHEROKEE PARK SUBDIVISION, NOT OF RECORD, AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF MORROW ROAD AND 60FH AVENUE, FORMERLY 19TH STREET; THENCE WITH THE NORTHERLY MARGIN OF SAID ROAD, WESTERLY FIFTY (50) FEET TO THE CORNER OF LOTS 1 AND 3; THENCE NORTHERLY, WITH THE LINE BETWEEN SAID LOTS, ONE HUNDRED AND FIFTY (150) FEET TO THE SOUTHERLY MARGIN OF AN ALLEY; THENCE WITH THE SOUTHERLY MARGIN OF SAID ALLEY EASTERLY FIFTY (50) FEET TO THE WESTERLY MARGIN OF SAID AVENUE; THENCE SOUTHERLY ONE HUNDRED AND FIFTY (150) FEET TO THE BEGINNING.

BEING THE SAME PROPERTY CONVEYED TO COCKRILL-FINEGAN REALTY COMPANY BY RUFUS GANN, TRUSTEE, BY DEED DATED SEPTEMBER 19TH, 1933 AND OF RECORD IN BOOK 931, PAGE 186, R.O.D.C. TENN.

NOTE: THE ABOVE MENTIONED 70 MONTHLY NOTES BEAR SIX PERCENT INTEREST FROM DATE, BUT THE INTEREST HAS BEEN CALCULATED AND ADDED TO THE FACE OF EACH NOTE, ~~EXXXTHEXXINTERESTX~~ THE FIRST NOTE BEING $13.50 AND EACH SUCCEEDING NOTE DECREASES FIVE CENTS, THE LAST NOTE BEING $10.05.

THE SAID COCKRILL-FINEGAN REALTY COMPANY IS TO PAY 1/3 OF THE TAXES ON THE PROPERTY HEREIN CONVEYED FOR THE YEAR 1937 AND THE SAID E. L. RAMSEY AND WIFE VIRGIE E. RAMSEY ARE TO PAY 2/3RDS OF THE TAXES ON THE PROPERTY HEREIN CONVEYED FOR THE YEAR 1937.

I declare that I am ... of the instrument within recorded, and have ... of the lien to secure the same in full. This ... day of ... 19..

Attest Catherine McFinley DEPUTY REGISTER

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereunto belonging and appertaining to the said E. L. RAMSEY AND WIFE VIRGIE E. RAMSEY, THEIR

COCKRILL-FINEGAN REALTY COMPANY

heirs and assigns forever. And / ~~XX~~ covenants with the said E. L. RAMSEY AND WIFE VIRGIE E. RAMSEY, that IT IS lawfully seized and possessed of said real estate in fee simple, HAS a good right to convey it, and that it is unincumbered/ And THE COCKRILL-FINEGAN REALTY COMPANY ~~XX~~ further covenant and bind ITSELF, ITS SUCCESSORS OR ~~heirs and~~ representatives to warrant and forever defend the title to said real estate to the said E. L. RAMSEY AND WIFE VIRGIE E. RAMSEY, 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, WE, E. L. RAMSEY AND WIFE VIRGIE E. RAMSEY

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 $ 700.00 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 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 E. L. RAMSEY AND WIFE, VIRGIE E. RAMSEY 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. IN WITNESS WHEREOF, THE SAID COCKRILL-FINEGAN REALTY COMPANY HAS CAUSED ITS CORPORATE NAME AND SEAL TO BE HERETO AFFIXED BY ITS PRESIDENT AND SECRETARY, AND THE SAID E. L. RAMSEY AND ~~Witness hand, this the day of~~ WIFE VIRGIE E. RAMSEY, HAVE HEREUNTO SUBSCRIBED THEIR NAMES, THIS THE 1ST DAY OF MAY, 1937.

(SEAL) COCKRILL-FINEGAN REALTY CO.
BY GOODLOE COCKRILL, PRESIDENT
BY RUFUS GANN, SECRETARY.
E. L. RAMSEY
VIRGIE E. RAMSEY.

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 E. L. RAMSEY AND WIFE, VIRGIE E. RAMSEY, the bargainorS, with whom I am personally acquainted, and who acknowledged that THEY 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 15TH day of MAY, 1937. ~~XXXXXXX~~.

MY COM. EXP. 10/10/40

(SEAL) W. T. GAITHER,
Notary Public.

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~~ THE STATE AND COUNTY AFORESAID, PERSONALLY APPEARED GOODLOE COCKRILL AND RUFUS GANN, WITH WHOM I AM PERSONALLY ACQUAINTED, AND WHO, UPON OATH ACKNOWLEDGED THEMSELVES TO BE THE PRESIDENT AND SECRETARY, RESPECTIVELY OF THE COCKRILL-FINEGAN REALTY COMPANY, THE WITHIN NAMED BARGAINOR, A CORPORATION, AND ~~whom I am personally acquainted, and who acknowledged that executed the within Deed instrument for the purposes therein contained.~~ THAT THEY, AS SUCH PRESIDENT AND SECRETARY, BEING AUTHORIZED TO DO SO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED, BY SIGNING THE NAME OF THE CORPORATION ~~And~~ BY THEMSELVES AS PRESIDENT AND SECRETARY, RESPECTIVELY.

~~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 5TH day of MAY, 1937. ~~XXXXXXX~~.

MY COM. EXP. 10/10/40

(SEAL) W. T. GAITHER
Notary Public.

U.S.R.S. $1.00.

RECEIVED MAY 15, 1937, AT 10:20 A.M.