63852 MARSHALL & BRUCE CO. NASHVILLE

For and in consideration of the sum of ($2500.00) TWENTY FIVE HUNDRED & NO/100 DOLLARS PAID AND TO BE PAID BY ARTHUR T.DERSEWEH AND WIFE, CAROLIN B.DERSEWEH, TO THE NASHVILLE TRUST COMPANY TRUSTEE, AS FOLLOWS: FIVE HUNDRED ($500.00) DOLLARS IN CASH, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, AND FOR PART OF THE BALANCE OF THE CONSIDERATION THE SAID ARTHUR T.DERSEWEH, AND WIFE, HAVE ASSUMED, AND AGREED TO PAY THE REMAINING $1600.00 OF A FIRST MORTGAGE, ORIGINALLY IN THE SUM OF $1800.00 DATED NOVEMBER 1, 1926, AND PAYABLE AS FOLLOWS: $100.00 ON THE 1ST DAY OF NOVEMBER 1929 $100.00 ON THE 1ST DAY OF NOVEMBER 1930, AND THE BALANCE OF $1400.00 ON THE 1ST DAY OF NOVEMBER 1931, SAID MORTGAGE BEARS INTEREST AT THE RATE OF 6% PER ANNUM, PAYABLE SEMI-ANNUALLY, AND IS SECURED BY A DEED OF TRUST IN FAVOR OF R.W.MCLEMORE, TRUSTEE, AS OF RECORD IN BOOK NO 687, PAGE 176, R. O.D.C.TENNESSEE, TO WHICH REFERENCE IS HEREBY GIVEN FOR A MORE COMPLETE DESCRIPTION; AND FOR THE BALANCE OF THE CONSIDERATION OF $400.00 , THE SAID ARTHUR T.DERSEWEH, AND WIFE, HAVE EXECUTED THEIR TWENTY (20) PROMISSORY LIEN NOTES OF EVEN DATE HEREWITH IN THE SUM OF $20.00 EACH, THE FIRST OF SAID NOTES DUE ON OR BEFORE ONE MONTH FROM DATE, AND THE OTHERS RESPECTIVELY ON OR BEFORE EACH CONSECUTIVE MONTH THEREAFTER UNTIL ALL ARE PAID, ALL NOTES BEARING INTEREST AT THE RATE OF 6% PER ANNUM, AND BEING IN FAVOR OF NASHVILLE TRUST COM-PANY TRUSTEE.

AND SHOULD ANY DEFAULT BE MADE IN THE PAYMENT OF ANY THREE NOTES, THEN AND IN THAT EVENT, THE WHOLE PRINCIPAL SUM THEN UNPAID, WITH INTEREST THEREON, AT THE OPTION OF THE HOLDER SHALL BECOME DUE AND PAYABLE THIRTY (30) DAYS AFTER DATE OF SUCH DEFAULT OF SAID THREE NOTES REGARDLESS OF THE DATE OF MATURITY. AND PROVIDING FOR PAYMENT OF A REASONABLE ATTORNEY'S FEES, AND TO SECURE THE PAYMENT OF SAID NOTES, PRINCIPAL AND INTEREST THEREON, AND ATTORNEY FEES, A LIEN IS HEREBY EXPRESSLY RETAINED ON THE LAND HEREIN CONVEYED.

NASHVILLE TRUST COMPANY, AS TRUSTEE OF AND BY VIRTUE OF THE POWER, AND AUTHORITY CONFERRED UPON IT BY THE LAST WILL AND TESTAMENT OF NARCISSA ROLER, DECEASED, WHICH IS OF RECORD IN WILL BOOK NO.44, PAGE 419, COUNTY COURT OF DAVIDSON COUNTY, TENNESSEE, HAS BARGAINED, AND SOLD, AND BY THESE PRESENTS DOES TRANSFER, AND CONVEY UNTO THE SAID ARTHUR T.DERSEWEH, AND WIFE, CAROLIN B.DERSEWEH, THEIR HEIRS, AND ASSIGNS, A CERTAIN TRACT OF PARCEL OF LAND IN DAVIDSON COUNTY, STATE OF TENNESSEE, DESCRIBED AS FOLLOWS, TO WIT:

LOT NO. 70 ON THE PLAN OF DR. V.S.LINDSLEY'S ADDITION TO EDGEFIELD, NOW EAST NASHVILLE, AS OF RECORD IN BOOK NO. 57, PAGE 25, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE. SAID LOT NO.70 FRONTS 50 FEET ON THE EASTERLY SIDE OF STOCKELL AVENUE FORMERLY VANSINDEREN STREET, AND RUNS BACK BETWEEN PARALLEL LINES 174- 1/4 FEET TO AN ALLEY. BEING A PART OF THE SAME PROPERTY CONVEYED TO THE NASHVILLE TRUST COMPANY, AS TRUSTEE, BY THE LAST WILL AND TESTAMENT OF NARCISSA ROLER, DECEASED, AS OF RECORD IN WILL BOOK NO.44, PAGE 419, COUNTY COURT OF DAVIDSON COUNTY, TENNESSEE. THE GRANTOR AND THE GRANTEES HEREIN AGREE TO PRO RATE TAXES FOR 1928, AND THE GRANTEES ARE TO ASSUME SAME.

The entire debt secured herein having been paid in full to the lawful owner and holder thereof, the undersigned hereby release the lien on the within described property, held to secure the payment of said debt. This 25th day of May 1934.

Attest: E. Q. Martin Deputy Register

Nashville Trust Company
By Charles Nelson Vice Pres.

To Have and to Hold the said tract or parcel of land, with the appurtenances, estate, title, and interest thereto belonging to the said ARTHUR T.DERSEWEH, AND WIFE, CAROLIN B.DERSEWEH, THEIR, heirs and assigns, forever, and NASHVILLE TRUST COMPANY, AS TRUSTEE, BUT NO OTHERWISE do covenant with the said ARTHUR T.DERSEWEH AND WIFE CAROLIN B.DERSEWEH that IT IS lawfully seized and possessed of said land in fee simple, have a good right to convey it, and the same is unincumbered,

EXCEPT AS DESCRIBED ABOVE.

And NASHVILLE TRUST COMPANY, AS TRUSTEE, BUT NOT OTHERWISE do further covenant and bind ITSELF, ITS SUCCESSORS ~~his~~ and representatives, to warrant and forever defend the title to said land to the said ARTHUR T.DERSEWEH, AND WIFE, CAROLIN B.DERSEWEH, THEIR heirs and assigns, against the lawful claims of all persons whomsoever. IN WITNESS WHEREOF, NASHVILLE TRUST COMPANY AS TRUSTEE, AS ABORESAID BUT NOT OTHERWISE HAS CAUSED THIS INSTRUMENT TO BE EXECUTED BY ITS DULY AUTHORIZED OFFICERS, AND ITS CORPORATE SEAL TO BE AFFIXED ON THIS THE 12TH DAY OF

Witness ~~my~~ hand this day of SEPTEMBER, 1928.

Witness ATTEST: J.M.VAUGHN, ASST.SECRETARY. (SEAL) NASHVILLE TRUST COMPANY, AS TRUSTEE OF THE LAST WILL AND TESTAMENT OF NARCISSA ROLER, DECEASED BY CHAS.NELSON, VICE PRESIDENT

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, H.FRENCH BROWN, a Notary Public in and for ~~said County and State, the within named~~ AND FOR THE STATE AND COUNTY AFORESAID, CHARLES NELSON AND J.M.VAUGHN, WITH WHOM I AM PERSONALLY ACQUAINTED, AND WHO UPON OATH ACKNOWLEDGED THEMSELVES TO BE THE VICE PRESIDENT AND ASSISTANT SECRETARY RESPECTIVELY OF THE NASHVILLE TRUST COMPANY, AS TRUSTEE, THE BARGAINOR, A CORPORATION AND THAT THEY AS SUCH ~~the bargainor, with whom I am personally acquainted, and who acknowledged that~~ VICE PRESIDENT AND ASST.SECRETARY, BEING AUTHORIZED SO TO DO EXECUTED THE FOREGOING ~~instrument for the purposes therein contained.~~ INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED BY SIGNING THE NAME OF THE CORPORATION BY THE SAID CHARLES NELSON AS VICE PRESIDENT AND BY AFFIXING ITS CORPORATE SEAL, AND ATTESTING SAME, BY THE SAID J.M.VAUGHN AS ASSISTANT SECRETARY.

And ~~apart from~~ husband, ~~the said~~ ~~acknowledged the execution of the said instrument 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 17TH day of SEPTEMBER, 1928.

Commission Expires 30 day of JAN 1932 (Seal.) H.FRENCH BROWN Notary Public.

Rec'd. SEPT. 17, 1928 AT 12:43 P.M.

63852 MARSHALL & BRUCE CO. NASHVILLE

For and in consideration of the sum of ($1.00) ONE AND NO/100 DOLLARS PAID IN CASH, AND OTHER VALUABLE AND SUFFICIENT CONSIDERATIONS, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, WE, J.R.HENDERSON AND WIFE, ETHEL MAI HENDERSON THIS DAY HAVE BARGAINED, AND SOLD, AND BY THESE PRESENTS DO TRANSFER, AND CONVEY UNTO THE SAID STELLA MAI SCHWARZ, HER HEIRS, AND ASSIGNS, A CERTAIN TRACT OR PARCEL OF LAND IN DAVIDSON COUNTY, STATE OF TENNESSEE, DESCRIBED AS FOLLOWS, TO WIT: BEING THE SOUTHERLY 18 FEET OF LOT NO 206 AND THE NORTHERLY 26 FEET OF LOT NO. 207 ON THE PLAN OF OAKWOOD PARK AS OF RECORD IN BOOK NO 421 , PAGE 12, R.O.D.C. TENNESSEE. SAID SOUTHERLY 18 FEET OF LOT 206 AND THE NORTHERLY 26 FEET OF LOT 207 FRONT TOGETHER FORTY FOUR (44) FEET ON THE WESTERLY SIDE OF NORTH SEVENTH STREET, AND RUNS BACK BETWEEN PARALLEL LINES 165 FEET TO AN ALLEY. AND BEING THE SAME PROPERTY CONVEYED TO GRANTORS HEREIN BY DEED OF RECORD IN BOOK NO 7744 PAGE 302 , OF THE RODC TENNESSEE.

To Have and to Hold the said tract or parcel of land, with the appurtenances, estate, title, and interest thereto belonging to the said STELLA MAI SCHWARZ, HER, heirs and assigns, forever, and WE do covenant with the said STELLA MAI SCHWARZ, HER HEIRS, AND ASSIGNS, 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 BY 1ST AND 2ND MORTGAGES TO THOS H WARREN TR RECORDED IN BOOK NO 820, PAGES 212 AND 213 RESPECTVIELY OF THE R O D C TO SECURE THE PRINCIPALS OF $1400.00 AND $500.00 RESPECTIVELY AND 3RD MORTGAGE TO W.RUFUS PARDUE TRUSTEE, OF RECORD IN BOOK 820 , PAGE 500 FOR $750.00 AND 1928 TAXES.

And WE, J.R.HENDERSON AND WIFE ETHEL MAI HENDERSON do further covenant and bind OURSELVES, OUR heirs and representatives, to warrant and forever defend the title to said land to the said STELLA MAI SCHWARZ, HER, heirs and assigns, against the lawful claims of all persons whomsoever

Witness OUR hand S, this 7TH day of SEPTEMBER, 1928.

Witness: J.R.HENDERSON

ETHEL MAI HENDERSON

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, W.H.BINNS a Notary Public in and for said County and State, the within-named J.R.HENDERSON, AND WIFE, ETHEL MAI HENDERSON the bargainor S , with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And ETHEL MAI HENDERSON wife of the said J.R.HENDERSON, having appeared before me privately and apart from HER husband, the said ETHEL MAI HENDERSON 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 8TH day of SEPTEMBER, 1928

Commission Expires 16 day of JAN 1932 (Seal.) W.H.BINNS Notary Public.

Rec'd. SEPT 17, 1928 AT 12:45 P.M.