NUMBER 41594 RECORDED JUNE 6, 1934 ROBT. THOMASON VS IDA MAE SLATER

# MECHANIC'S LIEN CONTRACT—Original

I, or we, hereby make application to ROBT. A. THOMASON contractor, to PAINT MY HOUSE OUTSIDE, TWO COATS

upon my, or our house and or real estate situated in Davidson County, Tennessee. Said property is located at 907 FATHERLAND STREET (Street and Number, or Road and District) NASHVILLE (Town) TENNESSEE (State)

more particularly described as being LOT 88 BANOW ADDITION (Give further description, Lot Number, Plan, Dimensions, Acreage, Boundaries, etc.)

and being the same property described in instrument of record in Book No. ....., page ....., in the office of ..... for said county, which real estate I, or we, own and which is unencumbered except $ ..... Held by ..... Said property is reasonably worth $.....

If this application is accepted and approved by said contractor, said work is to be started with reasonable promptness after date and is to be prosecuted with due diligence to completion. I, or we, agree to pay for the foregoing the sum of $ ....., of which $ ..... is to be paid in cash upon completion of the work, and for the balance of $ 70.00 to execute a promissory note of even date to the order of the contractor, payable in 10 monthly installments of $ 7.00 each.

There are no counter-claims, credits, or set-offs of any nature against this indebtedness. It is agreed that the said note evidencing the deferred payments is not given as payment and shall not discharge the lien hereof until said note, or any judgment rendered thereon, has been paid in full, and that said note is a negotiable instrument separate and distinct from this contract, except that the payment thereof is secured by the mechanic's lien arising under this contract. The acceptance of said note by the contractor shall not be a waiver of the mechanic's lien which said contractor shall have for said work to be done and materials furnished and said lien shall be assignable and the assignee shall be vested with all of the rights of the contractor. And if I, or we, shall fail to make any payment as herein agreed, and suit is instituted to enforce said lien against said property and the same is sold under order of Court, same shall be sold for cash and in bar of homestead and the right of redemption which are expressly waived as to the aforesaid property, and I, or we, agree to pay all attorney fees, costs, and expenses of collecting or attempting to collect this indebtedness.

It is further agreed that after this application is accepted and approved by the contractor that it shall not be subject to cancellation and shall not be varied by any understandings or agreements not herein stipulated. I, or we, acknowledge the receipt of a true copy hereof, and waive all other or further notices of this lien, and consent to the recording of same.

Executed at NASHVILLE, TENNESSEE (Town) (State) this ..... day of ....., 193..

Accepted this ..... 193..

..... (Contractor)

By ..... (Officer or Firm Member)

IDA MAE SLATER (Property Owners Sign Here)

## PROPERTY OWNER'S ACKNOWLEDGMENT

STATE OF TENNESSEE, }
COUNTY OF DAVIDSON. }

Personally appeared before me the undersigned Notary Public, ....., with whom I am personally acquainted and acknowledged the execution of the foregoing instrument as his, her, or their free act and deed for the purpose therein expressed.

Witness my hand and Notarial Seal this ..... day of ....., 193..

SEAL

..... Notary Public.

My commission expires ....., 193..

## CONTRACTOR'S AFFIDAVIT

STATE OF TENNESSEE, }
COUNTY OF DAVIDSON. }

Personally appeared before me the undersigned Notary Public, ROBT. THOMASON, with whom I am personally acquainted, who made oath and says that he is the Contractor named in the annexed contract, and that same was executed and signed by the said IDA MAE SLATER, the owners of the property therein described, in his presence for the purposes therein expressed, and that said contract has been fully performed, and completed on the 24 day of MAY, 1934, and a mechanic's lien is claimed on said real estate.

ROBT. THOMASON
Contractor.

Sworn to and subscribed before me this 28 day of MAY, 1934.

SEAL

RUTH DYCUS
Notary Public.

My commission expires JAN 7M, 1937.



## NOTICE

This affidavit by contractor may be used in lieu of property owners acknowledgment to give notice of mechanic's lien and admit contract to record as provided in Section 7919, Code of Tennessee, 1932.

## PROPERTY OWNER'S STATEMENT

Print name in full ..... Age last birthday .....

Present address ..... How long there? .....

Previous address .....
(If purchaser is married, husband and wife must both sign contract, and information should refer to husband.)

Occupation ..... Employed by .....

Department ..... Employer's address .....

Length of service with present employer ..... Checking account with .....

..... Bank. Savings account with ..... Bank

References (three or more) .....

.....

.....

## CONTRACTOR'S ASSIGNMENT AND GUARANTEE

**General Securities Company,**
**Nashville, Tenn.**

1. In order to induce you to purchase the interest of the undersigned in the agreement printed on the reverse side hereof, the undersigned warrants that the agreement and attached note was executed in connection with the sale and delivery to, and the acceptance by the purchaser named therein, of the property therein described and that there is now owing thereon the amount set forth in the note and that the maker of said note is of legal age.

For value received, the undersigned hereby sells, assigns and transfers to you, the finance company, your successors or assigns, all right, title and interest of the undersigned in and to the within agreement, the amounts payable thereunder, and the lien therein described.

2. In consideration of the purchase by you of the interest of the undersigned in said agreement, the undersigned waiving notice of the acceptance of this undertaking, jointly and severally, unconditionly guarantees the payment to you of all deferred payments at the time and in the manner specified in the Schedule of Payments set forth in said agreement and covenants in default of payment of any installment thereof by the property owner(s) to pay the full amount remaining unpaid on said agreement, including all costs and expenses of collection, to you upon demand, and waiving all right to claim credit or set off for any reserve or other credit or security held by you until you have been paid in full including all costs, expenses and attorney fees paid or incurred by you.

3. The undersigned having unconditionally guaranteed payment of all deferred payments set forth in the within agreement, hereby expressly waives any notice to which the undersigned as such guarantor would otherwise be entitled, and agrees that you shall have the right to proceed against the undersigned or any of the undersigned for the recovery of any moneys due under said agreement, and without first instituting legal or other proceedings and without exhausting your legal remedies against the purchaser named in said agreement. And should the undersigned fail or refuse to pay to you upon demand any amount or balance which may become due to you hereunder, or become insolvent, or any bankruptcy proceedings be instituted by or against the undersigned, then in either of such contingencies, you are authorized to make any compromise settlement with the purchaser which you may deem proper, and the undersigned shall remain liable for any balance remaining after crediting the net proceeds received by you from such compromise settlement.

No check or draft shall constitute a payment until the final proceeds thereof have been finally received by you.

..... (L. S.)
(Seller's Signature)

Date ....., 193..

By .....
(Authorized Officer, if Company)

REC'D JUNE 5, 1934 AT 10:18 A.M.

I declare that I am the true and lawful owner of the property covered by the instrument within recorded, and hereby authorize the ..... to enforce the lien to secure the same in full. This 4th day of April, 1935

Attest: J. A. Caruso DEPUTY REGISTER

General Securities Co.
By L. Murrod, Treas.