NUMBER 83826 RECORDED FEB. 24TH, 1937

FIRST DEDERAL SAVINGS & LOAN ASSOCIATION OF NASHVILLE

TO

BRYSON FRAKES ET UX.

FOR AND IN CONSIDERATION OF THE SUM OF TWELVE HUNDRED ($1200.00) DOLLARS OF WHICH SIX HUND ED ($600.00) DOLLARS WAS PAID IN CASH BY BRYSON FRAKES AND WIFE SUE B. FRAKES TO THE FIRST DEDERAL SAVINGS AND LOAN ASSOCIATION OF NASHVILLE, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED AND FOR THE REMAINDER SIX HUNDRED (-600.00) DOLLARS, -- DOLLARS THE SAID BRYSON FRAKES AND WIFE SUE B. FRAKES HAVE EXECUTED THEIR NOTE FOR SAID SUM OF $600.00 THE SAME BEARING INTEREST AT THE RATE OF SIX PER CENT PER ANNUM PAYABLE PRIN CIPAL AND INTEREST IN MONTHLY INSTALLMENTS OF TWELVE DOLLARS AND FIFTY CENTS THE FIRST INSTALLMENT TO BE DUE ON MARCH 1ST, 1937 AND ANOTHER LIKE SUM ON THE FIRST OF EACH SUCCEEDING MONTH UNTIL THE MATURITY OF THE ENTIRE DEBT PRINCIPAL AND INTEREST; PAYMENTS TO BE APPLIED FIRST TO INTEREST ON THE UNPAID BALANCE AND THE REMAINDER TO PRINCIPAL. INTEREST ON THE NOTE SHALL BE FIGURED FROM FEBRUARY 19TH 1937 AND EXTRA PAYMENTS MAY BE MADE AT ANY TIME AND INTEREST WILL BE CHARGED ONLY ON THE UNPAID BALANCE.

SA . D NOTE ALSO PROVIDES THAT TIME IS OF THE ESSENCE OF THE CONTRACT AND THAT IN THE EVENT OF DEFAULT IN THE PAYMENT OF ANY INSTALLMENT FOR A PERIOD OF THIRTY DAYS , THE HOLDER OF SAID NOTE MAY AT ITS OPTION DECLARE THE ENTURE REMAINDER OF THE DEBT , PRINCIPAL AND INTEREST IMMEDIATELY DUE AND COLLECTIBLE AND PROCEED AT ONCE TO FORECLO E AND THAT IN FAILURE TO EXERCISE THE OOTION SHALL NOT CONSTITUTE A WAIVER OF THE RIGHT TO EXERCISE THE OPTION AT ANY OTHER TIME; AND PROVIDES FOR THE PAYMENT OF ATTORNEY'S FEES IF THE SAME IS PLACED IN THE HANDS OF AN ATTORNEY AND FOR THE PAYMENT OF ALL COSTS OF COLLECTION.

IN ADDITION TO THE AGREEMENT CONTAINED IN SAID NOTE THE GRANTEE HEREUNDER ALSO AGREES IF REQUIRED TO PAY TO THE HOLDER OF SAID NOTE EACH MONTH ONE-TWELETH OF THE ESTIMATED ANNUAL AGGREGATE OF STATE COUNTY AND CITY TAXES AND PREMIUMS FOR FIRE AND WIND STORM INSURANCE WHICH SAID GRANTEES ARE RE QUIRED TO PAY AS HEREIN PROVIDED AND FOR THE SUMS SO PAID THE HOLDER OF SAID NOTE SHALL PAY TAXES AND INSURANCE AS THEY MATURE; AND THE RIGHT OF THE HOLDER OF SAID NOTE TO DECLARE A DEFAULT AND FORECLSOE SHALL EQUALLY APPLY TO DEFAULTS IN THE PAYMENT OF TAXES AND INSURANCE PREMIUMS.

TO SECURE THE PAYMENT OF SAID NOTE PRINCIPAL AND INTEREST ATTORNEY FEES, AND TAXES AND INSURANCE PREMIUMS , A LIEN IS EXPRESSLY RETAINED ON THE LAND HEREIN CONVEYED. FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION A CORPOR TION ORGANIZED UNDER THE LAWS OF THE UNITED STATES HAS THIS DAY BARGAINED AND SOLD AND DOES HEREBY TRANSFER AND CONVEY UNTO THE SAID BRYSON FRAKES AND WIFE SUE B. FRAKES THEIR HEIRS AND ASSIGNS, CERTAIN REAL ESTATE IN DAVIDSON COUNTY TENNESSEE, AS FOLLO WS:

BEING LOT NO. 1 OF BLOCK 10 ON THE PLAN OF CHARLOTTE PARK COMPANY'S SECOND ADDITION AS OF RECORD IN BOOK 57, PAGES 160 AND 161, REGISIERBS OFFICE FOR SAID COUNTY.

SAID LOT NO.1 FRONTS 50 FEET ON THE NO THERLY SIDE OF PARK AVENUE, FORMERLY FIRST AVENUE AND RUNS BACK BETWEEN PARALLEL LINES WITH THE WESTERLY MARGIN OF 39TH AVENUE NORTH, FORMERLY "B" STREET 150 FEET TO AN ALLEY BEING THE SAME PROPERTY CONCEYED TO FIRST DEDERAL SAVINGS AND LOAN ASSOCIATION OF NASHVILLE BY DEED FROM A. J. LINX, TRUSTEE, OF RECORD IN BOOK 998 PAGE 550, SAID REGISTER'S OFFICE.

TO HAVE AND TO HOLD SAID REAL ESTATE WITH THE APPURTENANCES ESTATE TITLE AND INTERESS THERETO BELONGING TO THE SAID BRYSON FRAKES AND WIFE SUE B. FRAKES, THEIR HEIRS AND ASSIGNS, FOREVER. SAID FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION COVENANTS THAT IT IS LAWFULLY SEIZED AND POSSESSED OF SAID REALESTATE IN FEE SIMPLE, HAS A GOOD RIGHT TO CONVEY IT, AND THAT THE SAME IS UNENCUMBERED, EXCEPT BY TAXES FOR 1937 WHICH ARE ASSUMED BY THE PURCHASER .

FIRST FEDERAL SAVINGS AND LOAN ASSOCIATIO , FU RTHER COVENANTS AND BINDS ITSELF AND ITS SUCCESSORS, TO WARRANT AND FOREVER DEFEND THE TITLE TO SAID REAL ESTATE TO SAID BRYSON FRAKES AND WIFE SUE B. FRAKES, THEIR HEIRS AND ASSIGNS, AGAINST THE LAWFUL CLAIMS OF ALL PERSONS.

AND NOW FOR THE PURPOSE OF BETTER AND MORE EFFECTUALLY SECURING THE PAYMENT OF SAID LIEN NOTE AND THE PROVISIONS HEREOF AND RENDERING UNNECESSARY COURT PROCEEDINGS FOR THE ENFORCEMENT OF SAID LIEN IN THE EVENT OF THE NON PAYMENT OF SAID NOTE, AS IT MATURES, AS HEREINAFTER PROVIDED, AND FOR THE CONSIDERATION OF ONE DOLLAR TO US IN HAND PAID, WE, THE SAID BRYSON FRAKES AND WIFE SUE B. FRAKES, DO HEREBY TRANSFER AND CONVEY UNTO LOUIS R. LINX, TRUSTEE HIS SUCCESSORS AND ASSIGNS, THE REAL ESTATE HEREINBEFORE DESCRIBED WITH THE APPURTENANCES ESTATE TITLE AND INTEREST THERETO BELONGING, NOR THE PURPOSES AFORESAID ONLY.

THE SAID BRYSON FRAKES AND WIFE SUE B. FRAKES HEREBY AGREE TO KEEP ALL BUILDINGS NOW ON , OR TO BE HEREAFTER ERECTED ON SAID PROPERTY, INSURED AGAINST FIRE AND WINDSTORM IN SOME RELIABLE INSURANCE COMPANY OR COMPANINES FOR AT LEAST THE SUM OF $900.00 UNTIL THE DEBT HEREIN SECURED IS FULLY PAID AND TO HAVE THE LOSS IF ANY MADE PAYABLE ON THE POLICY OR POLICIES TO SAID TRUSTEE FOR THE BENEFIT OF THE LAWFUL OW NER AND HOLDER OF SAID NOTE AND OR DEBT, AS HIS INTEREST MAY APPEAR ; AND FURTHER AGREES TO KEEP THE IMPROVEMENTS ON SAID PROPERTY IN GOOD REPAIR AND PRESERVATION, AND TO PAY ALL TAXES AND ASSESSMENTS THEREON AS HEREIN PROVIDED AND IN CASE OF FAILURE TO DO EITHER THEN THE SAID TRUSTEE, OR THE LAWFUL OWNER AND HOLDER OF SAID NOTE MAY DO ANY OR ALL OF THESE THINGS AND CHARGE AND TREAT THE SUM OR SUMS SO EXPENDED AS PART OF THE INDEBTEDNESS SECURED HEREIN, THE SAME TO BEAR INTEREST FROM THE DATE OF SUCH PAYMENT. NOW IF THE SAID BRYSON FRAKES AND WIFE SUE B. FRAKES SHALL PY THE NOTE AFORESAID, WHEN DUE