NUMBER 77559 RECORDED SEPT. 25TH, 1936.

GUARANTY MORTGAGE & LOAN COMPANY

TO

C. F. TERRY ET UX.

FOR AND IN CONSIDERATION OF THE SUM OF($125.00) OF WHICH AMOUNT ($100.00) HAS BEEN PAID IN CASH BY C. F. TERRY AND WIFE BLANCHE TERRY AND FOR THE REMAINDER THE SAID GRANTEE HAS EXECUTED ONE PRINCIPAL PROMISSORY NOTE OF EVEN DATE HEREWITH PAYABLE TO THE ORDER OF THE GRANTOR, IN ONE EQUAL INSTALLMENTS OF $25.00 EACH. THE FIRST INSTALLMENT TO MATURE ON JANUARY 24, 1937 AND ANOTHER EACH MONTH THEREAFTER UNTIL ALL HAVE MATURED WITH INTEREST FROM DATE AT SIX PER CENT PER ANNUM PAYABLE ON UNPAID BALANCE UNTIL ALL OF SAID NOTE HAS BEEN PAID IN FULL A VENDOR'S LIEN IS EXPRESSLY RETAINED ON THE PROPERTY HEREIN CONVEYED TO SECURE PAYMENT OF SAID NOTE.

IT IS FURTHER UNDERSTOOD AND AGREED BY THE GRANTOR AND THE PURCHASER HEREIN THAT A A PART OF SAID CONSIDERATION WITHOUT WHICH THIS CONVEYANCE WOULD NOT HAVE BEEN MADE, IN CASE THE GRANTEE , OR HIS ASSIGNS, FAIL TO PAY SAID SUMS OF MONEY WHEN DUE AS AFORESAID, OR ANY PART OF SAID SUMS ACCORDING TO THE TERMS ABOVE EXPRESSED AND SUCH DEFAULT SHALL CONTINUE THIRTY DAYS THEREAFTER , THE ENTIRE BALANCE THEN UNPAID MAY, AT THE OPTION OF THE GRANTOR OR HIS ASSIGNS, BE DECLARED DUE AND PAYABLE IMMEDIATELY WITHOUT NOTICE AND SAID GRANTOR, OR THE LAWFUL HOLDER OF SAID INDEBTEDNESS IS HEREBY AUTHORIZED AND EMPOWERED TO SELL SAID PROPERTY AT PUBLIC AUCTION , AT THE COURTHOUSE DOOR IN THE COUNTY HEREAFTER MENTIONED , TO THE HIGHEST BIDDER FOR CASH, FREE FROM THE RIGHT OF REPURCHASE OF EQUITY OF REDEMPTION AND FREE FROM HOMESTEAD, AND DOWER, AND SAID SALE SHALLBE ADVERTISED IN SOME NEWSPAPER IN THE COUNTY HEREAFTER MENTIONED ONCE A WEEK, FOR AT LEAST FOUR WEEKS, AND WHENEVER A SALE OF THE PREMISES IS MADE HEREUNDER SAID GRANTOR OR THE LAWFUL HOLDER OF SAID NOTE SHALL HAVE THE RIGHT TO EXECUTE A DEED CONVEYING THE PROPERTY TO THE PURCHASER AND THE PROCEEDS OF SAID SALE SHALL BE APPLIED TO THE PAYMENT OF ALL TAXES AND PUBLIC CHARGES THAT MAY BE A LIEN ON SAID PROPERTY AND ALL TAXES OR PUBLIC CHARGES THAT MAY HAVE BEEN ADVANCED OR PAID BY SAID GRANTOR OR THE LAWFUL HOLDER OF SAID NOTE; TO THE PAYMENT OF ALL EXPENSES INCLUDING REASONABLE ATTORNEY'S FEES, INCIDENT TO SELLING SAID PROPERTY AND THE ENFORCEMENT OF SAID LIEN AND INCURRED IN ANY LITIGATION THAT MAY ARISE OF OR CONCERNING THE PROTECTION AND THE ENFORCEMENT OF THE RIGHTS AND INTEREST OF GRANTOR OR THE HOLDER OF SAID NOTE; TO THE PAYMENT AND SATISFACTION OF SAID NOTE OR DEBT, AND INTEREST; AND THE BALANCE IF ANY IS TO BE PAID TO SAID GRANTEE HIS REPRESENTATIVES OR ASSIGNS,. IT IS UNDERSTOOD AND IS HEREBY EXPRESSLY DECLARED, THAT THE RIGHT OF SALE HEREINBEFORE GRANTED IS INTENDED AS A CUMULATIVE REMEDY ADDITIONAL

I declare that I am the true and lawful holder of the claim secured by the within deed of trust, and hereby acknowledge the satisfaction of the same in full. This 17 day of [illegible] 1936

Attest: [illegible]
COUNTY REGISTER

COMMERCIAL BANK
Trust Officer

26075 MARSHALL & BRUCE CO. NASHVILLE

TO THE REMEDIES NOW OR THAT MAY BE HEREAFTER ALLOWED BY LAW, AND THAT THE SAME SHALL NOT BE DEEMED IN ANY MANNER WHATSOEVER, TO DEPRIVE SAID GRANTOR OR THE HOLDER OF SAID NOTE; OF ANY LEGAL OR EQUITABLE REMEDY BY JUDICIAL PROCEEDINGS CONSISTENT WITH THE PROVISIONS OF THESE PRESENTS ACCORDING TO THE TRUE INTENT AND MEANING THEREOF; AND, IN CASE LEGAL PROCEEDINGS SHALL BE INSTITUTED FOR THE ENFORCEMENT OF THE LIEN HEREIN RESERVED AND DECLARED FOR THE PROTECTION OF THE RIGHTS OF SAID GRANTOR OR THE HOLDER OF SAID NOTE REASONABLE COUNSEL FEES SHAL BE PAID AND SHALL BE ADDED TO THE DEBT HEREBY SECURED.

IN THE EVENT OF A SALE OF SAID PROPERTY UNDER AND BY VIRTUE OF THE ABOVE EXPRESSED AGREEMENT, THE SAID GRANTEE AND ALL PERSONS HOLDING UNDER HIM SHALLBE AND BECOME THE TENANTS AT WILL OF THE PURCHASER OF THE SAME, AND FROM AND AFTER THE EXECUTION AND DELIVERY OF A DEED TO SUCH PURCHASER, SAID TENANCY TO BE DETERMINED AT THE OPTION OF THE PURCHASER UPON FIVE DAYS WRITTEN NOTICE.

GUARANTY MORTGAGE AND LOAN COMPANY A TENNESSEE CORPORATION HAS THIS DAY BARGAINED AND SOLD AND BY THESE PRESENTS DOES TRANSFER AND CONVEY UNTO THE SAID C. F. TERRY AND WIFE BLANCHE TERRY HEIRS AND ASSIGNS, A CERTAIN TRACT OR PARCEL OF LAND IN DAVIDSON COUNTY STATE OF TENNESSE AS FOLLOWS:

LOTS NUMBERS 17 IN BLOCK "I" ;SAID LOT FRONTS 60 FEET ON THE SOUTH SIDE EMMETT AVE AND EXTEND BACK BETWEEN PARALLEL LINES 300 FEET TO A LINE, AS SHOWN ON THE PLAN OF POWER & ROTH MADISON PARK SUBDIVISION LOCATED IN DAVIDSON COUNTY TENNESSEE, AS SHOWN BY THE PLAT OF RECORD IN BOOK NO.843, PAGE NO. 7 REGISTERS OFFICE OF SAID COUNTYAND BEING PART OF THE SAME PROPERTY CONVEYED TO GRANTOR BY DEED OF JOS. S. WILES ET UX, OF RECORD IN BOOK 962, PAGE 241, SAID REGISTER'S OFFICE.

TO HAVE AND TO HOLD THE SAID TRACT OR PARCEL OF LAND WITH THE APPURTENANCES ESTATE TITLE AND INTEREST THERETO BELONG TO THE SAID C.F. TERRY AND WIFE BLANCHE TERRY THEIR HEIRS AND ASSIGNS FOREVER, AND GUARANTY MORTGAGE AND LOAN COMPANY COVENANTS WITH THE SAID C. F. TERRY AND WIFE BLANCHE TERRY THAT IT IS LAWFULLY SEIZED AND POSSESSED OF SAID LAND IN FEE SIMPLE HAS A GOOD RIGHT TO CONVEY IT, AND THE SAME IS UNINCUMBERED EXCEPT BY TAXES FOR THE YEAR 1936, EXPRESSLY ASSUMED BY THE GRANTEES . AND IT FURTHER COVENANTS AND BINDS ITSELF ITS SUCCESSOR , AND REPRESENTATIVES TO WARRANT AND FOREVER DEFEND THE SAID TITLE TO SAID LAND TO THE SAID C.F.TERRY AND WIFE BLANCHE TERRY, HEIRS AND ASSIGNS, AGAINST THE LAWFUL CLAIMS OF ALL PERSONS WHOMSOEVER. SUBJECT TO EASEMENT CONDITIONS AND RESTRICTIVE COVENANTS AS FOLLOWS:

AS SET OUT IN BOOK 724, PAGE 244, R.O.D.C. TENNESSEE AND BOOK 953, PAGE 665.