with the appurtenances, estate, title and interest thereto belonging to the said Rosa Lee Fitzgerald, her heirs and assigns, forever. And we, Kate Fitzgerald, Marguerite Fitzgerald, and John T. Fitzgerald, do further covenant with the said Rosa Lee Fitzgerald that each of us are lawfully seized and possessed of an undivided one/third interest in fee simple, in said land, have a good right to convey our interests, and that our interests in said realty in unencumbered. And we, Kate Fitzgerald, Marguerite Fitzgerald, and John T. Fitzgerald and wife, Katie Kinney Fitzgerald, do further covenant and bind ourselves, our heirs and representatives to warrant and forever defend the title to said land to the said Rosa Lee Fitzgerald, heirs and assigns, against the lawful claims of all persons whomsoever.

WITNESS our hands, this 21st day of August, 1945.

Kate Fitzgerald
Marguerite Fitzgerald
John T. Fitzgerald
Katie Kinney Fitzgerald

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, J. K. Goode, a Notary Public in and for said County and State, the within named bargainors, Kate Fitzgerald, Marguerite Fitzgerald, John T. Fitzgerald and Katie Kinney Fitzgerald, with whom I am personally acquainted , and who acknowledged that they executed the within instrument for the purposes therein contained.

Witness my hand and official seal, at Nashville, Tennessee, this 21st day of August, 1945.

— (Seal) J. K. Goode, Notary Public

My Commission expires April 12, 1948
Received August 21, 1945, at 2:25 p.m.
ESB

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NUMBER 32996 RECORDED AUGUST 23, 1945

GRANVILLE R. JONES, ET UX

-TO-

EDWARD N. WAKEFIELD, ET UX

FOR AND IN CONSIDERATION OF THE SUM OF FORTY SEVEN HUNDRED FIFTY & NO/100 DOLLARS($4,750.00) PAID AND TO BE PAID BY EDWARD N. WAKEFIELD AND WIFE, IVA M. WAKEFIELD, AS FOLLOWS:

ONE THOUSAND & NO/100 DOLLARS ($1,000.00) CASH IN HAND PAID, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, AND FOR THE BALANCE OF THRITY SEVEN HUNDRED FIFTY & NO/100 DOLLARS ($3,750.00) THE SAID EDWARD N. WAKEFIELD AND WIFE, IVA M. WAKEFIELD HAVE THIS DAY EXECUTED THEIR NOTE PAYABLE TO THE ORDER OF GRANVILLE R. JONES AND WIFE, MATTIE JONES, FOR THE SUM OF $3,750.00, THE SAME BEARING INTEREST AT THE RATE OF FIVE PERCENT (5%) PER ANNUM, PAYABLE PRINCIPAL AND INTEREST IN 130 MONTHLY INSTALLMENTS OF THIRTY SEVEN & 50/100 DOLLARS ($37.50) EACH, THE FIRST INSTALLMENT TO BE DUE SEPTEMBER 22, 1945 AND ANOTHER LIKE SUM ON THE 22ND DAY OF EACH SUCCEEDING MONTH UNTIL THE MATURITY OF THE ENTIRE DEBT, PRINCIPAL AND INTEREST; PAYMENT TO BE APPLIED FIRST TO INTEREST ON THE UNPAID BALANCE AND THE REMAINDER TO PRINCIPAL.

[redacted] G.R. Jones

INTEREST ON THE NOTE SHALL BE FIGURED FROM AUGUST 22, 1945 AND EXTRA PAYMENTS MAY BE MADE AT ANY TIME AND INTEREST WILL BE CHARGED ONLY ON THE UNPAID BALANCE.

SAID NOTE ALSO PROVIDES THAT TIME IS 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 HIS OPTION DECLARE THE ENTIRE REMAINDER OF THE DEBT, PRINCIPAL AND INTEREST, IMMEDIATELY DUE AND COLLECTIBLE, AND PROCEED AT ONCE TO FORECLOSE, AND THAT A FAILURE TO EXERCISE THE OPTION FOR ANY DEFAULT 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 SAME IS PLACED IN THE HANDS OF AN ATTORNEY, AND THE PAYMENT OF ALL COSTS OF COLLECTION.

IN ADDITION TO THE AGREEMENT CONTAINED IN SAID NOTE, THE GRANTEES HEREUNDER ALSO AGREE TO PAY TO THE HOLDER OF SAID NOTE EACH MONTH ONE TWELFTH OF THE ESTIMATED ANNUAL AGGREGATE OF STATE, COUNTY AND CITY TAXES AND PREMIUMS FOR FIRE AND WINDSTORM INSURANCE, WHICH SAID GRANTEES ARE REQUESTED TO PAY AS HEREIN PROVIDED, AND FROM THE SUM 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 FORECLOSURE SHALL EQUALLY APPLY TO DEFAULT 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.

GRANVILLE R. JONES AND WIFE, MATTIE JONES, DO HEREBY CONVEY AND TRANSFER UNTO THE SAID EDWARD N. WAKEFIELD AND WIFE, IVA M. WAKEFIELD, THEIR HEIRS AND ASSIGNS, CERTAIN REAL ESTATE IN DAVIDSON COUNTY, TENNESSEE, AS FOLLOWS:

BEING THE WESTERLY 10 FEET OF LOT NO. 603 AND THE EASTERLY 40 FEET OF LOT NO. 605 OF BLOCK NO. 30 ON THE PLAN OF CHARLOTTE PARK COMPANY'S FIRST ADDITION TO NASHVILLE, AS OF RECORD IN BOOK 57, PAGE 103, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE.

SAID PARTS OF LOTS NOS. 603 AND 605 FRONT TOGETHER 50 FEET ON THE NORTHERLY SIDE OF WYOMING AVENUE, FORMERLY SIXTH AVENUE, AND RUN BACK BETWEEN PARALLEL LINES 150 FEET TO AN ALLEY.

BEING THE SAME PROPERTY CONVEYED TO GRANVILLE R. JONES AND WIFE MATTIE JONES, BY DEED OF RECORD IN BOOK 1148, PAGE 405, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENN.

TO HAVE AND TO HOLD SAID REAL ESTATE, WITH THE APPURTENANCES, ESTATE, TITLE AND INTEREST THERETO BELONGING TO THE SAID EDWARD N. WAKEFIELD AND WIFE, IVA M. WAKEFIELD, THEIR HEIRS AND ASSIGNS, FOREVER. THE SAID GRANVILLE R. JONES AND WIFE, MATTIE JONES, COVENANT THAT THEY ARE LAWFULLY SEIZED AND POSSESSED OF SAID REAL ESTATE, IN FEE SIMPLE, HAVE A GOOD RIGHT TO CONVEY IT, AND THAT THE SAME IS UNENCUMBERED.

GRANVILLE R. JONES AND WIFE, MATTIE JONES, FURTHER COVENANT AND BIND THEMSELVES, THEIR HEIRS AND ASSIGNS TO WARRANT AND FOREVER DEFEND THE TITLE TO SAID REAL ESTATE TO EDWARD N. WAKEFIELD AND WIFE, IVA M. WAKEFIELD, 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 HEREIN PROVIDED, AND FOR THE CONSIDERATION OF ONE DOLLAR TO US IN HAND PAID, WE, THE SAID SAID EDWARD N. WAKEFIELD, AND WIFE, IVA M. WAKEFIELD, DO HEREBY TRANSFER AND CONVEY UNTO M. W. DAVIDSON, TRUSTEE, HER SUCCESSORS AND ASSIGNS, THE REAL ESTATE HEREINBEFORE DESCRIBED, WITH THE APPURTENANCES, ESTATE, TITLE AND INTEREST THERETO BELONGING FOR THE PURPOSES AFORESAID ONLY.