Warranty Deed

FROM

W. L. Lockhart and wife,

Beatrice Lockhart

TO

William H. McGinnis and wife

Elizabeth M. McGinnis

State of Tennessee,

PAYMENT RECEIPTED

Received for Record the ____ day of ____ A.D. 19__, at ____ o'clock ____ M., and recorded in Book No. ____, Page ____

Noted in Note Book ____, Page ____

Fee $ ____

____ Register

By ____ D.C.

GEO. I. WADDEY & SON
REAL ESTATE AGENTS

State tax paid, - - - - $ ____

Register's fees, - - - - $ ____

HAUSER WARD PRINTING CO.

For and in Consideration *of the sum of* ($ 2400.00)

Twenty four hundred and no/100 *DOLLARS.*

Paid and to be paid by William H. McGinnis, Jr., and wife, Elizabeth M. McGinnis as follows:
Two hundred ($200.00) Dollars, cash in hand paid, the receipt of which is hereby acknowledged, and for the remainder, William H. McGinnis and wife, Elizabeth M. McGinnis have this day executed their 44 joint promissory notes, payable to the order of themselves and endorsed by each of them. Interest on all of the above notes payable monthly, making the first note in the amount of $61.00 and each succeeding note respectively thereafter being for 25 cents less than the preceding note, the last note being in the amount of $50.25. The first one of said notes falls due on or before February 1, 1947, and the others on or before the 1st day of each month respectively thereafter untill all are paid.

To secure the payment of which notes and interest, a lien is hereby expressly retained on the property herein conveyed.
Purchasers assume 1947 taxes.

In case any one of said notes remains unpaid for one months after its maturity, all of the notes then unpaid shall immediately become due and payable, and said W. L. Lockhart and wife, Beatrice or the lawful holder of said notes remaining unpaid, is hereby authorized and empowered to sell said property, at public auction, at the South door of the Courthouse in Nashville, Tennessee, or on the premises, at his or her election, to the highest bidder for cash, or partly for cash and partly on time, or wholly on time, as he or she may elect, free from the right of repurchase or equity of redemption and free from homestead and dower, and said sale shall be advertised in some newspaper published in the City of Nashville once a week for at least four weeks; and whenever a sale of the premises is made hereunder, said W. L. Lockhart and wife, Beatrice or the lawful holder of said notes, 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 W. L. Lockhart and wife, Beatrice , or the holder of said notes; 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 interests of said W. L. Lockhart and wife, Beatrice , or the holder of said notes; to the payment and satisfaction of said notes and interest; and the balance, if any, is to be paid to said conveyee, his or her 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 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 W. L. Lockhart and wife, Beatrice or the holder of said notes, 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 whenever and in case legal proceedings shall be instituted for the enforcement of the lien herein reserved and declared, and for the protection of the rights of said W. L. Lockhart and wife, Beatrice holder of said notes, and the sale of said premises, reasonable counsel fees shall be paid and shall be added to the debt herein and hereby secured.

We,
W. L. Lockhart and wife, Beatrice Lockhart
have this day bargained and sold, and by these presents do transfer and convey unto
the said William H. McGinnis, Jr and wife, Elizabeth M. McGinnis, their
heirs and assigns, a certain tract or parcel of land in Davidson County, State of
Tennessee, as follows:

24 Lot 1960 Geo. I. Waddey