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Warranty Deed

FROM W. L. Lockhart & Beatrice Lockhart

TO Mizilla P. Lynum

State of Tennessee, DAVIDSON COUNTY.

Received for Record the 16 day of JUN A. D. 1949, at 8:37 o'clock A. M., and recorded in REGISTER'S OFFICE STATE OF TENNESSEE, DAVIDSON COUNTY Book No. 1949 Page 147

Received for record JUN 16 1949 at 8:37 o'clock A. M.
Noted in Note Book 69 Page 147
Recorded in Book 1949 Page 80
Recording Fee $2.00
FELIX Z. WILSON, Register
By C. McSpadden Dpt. COUNTY REGISTER.

GEO. I. WADDEY & SON
REAL ESTATE AGENTS

State tax paid, - - - - - $-

Register's fees, - - - - - $-

BAIRD-WARD PRINTING CO.

For and in Consideration *of the sum of* ($3,350.00) *DOLLARS.*

Three Thousand Three Hundred Fifty and no/100 ----- ----
Paid and to be paid by Mizilla P. Lynum as follows;
$600.00 paid in cash, the receipt of which is hereby acknowledged.
For the remainder, the said Mizilla P. Lynum has executed her promissory note in the sum of $400.00, due on or before July 25, 1949 with interest, and has also executed her promissory note in the sum of $2350.00 which is payable in 94 monthly installments of $25.00 each, with interest payable monthly on the entire balance at 6%. The first installment, due June 25, 1949 is for $36.75, and each succeeding installment being for 12½ cents less than the preceding one.
To secure the payments of the above notes and interest, a lien is hereby expressly retained on the property herein conveyed.
The purchaser assumes 1949 taxes, which have been prorated as of this date.
The above mentioned notes are payable to the order of, and endorsed by the said Mizilla P. Lynum.

or installments

In case any one of said notes remains unpaid for two months after its maturity, all of the notes then unpaid shall immediately become due and payable, and said Beatrice Lockhart 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 Beatrice Lockhart 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 Beatrice Lockhart , 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 Beatrice Lockhart , 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 Beatrice Lockhart 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 Beatrice Lockhart or the 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.

The said Mizilla P. Lynum also agrees to keep the property insured in some reliable company for $2350.00, with loss payable clause to the holder of the vendors lien note.

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 Mizilla P. Lynum , her

heirs and assigns, a certain tract or parcel of land in Davidson County, State of Tennessee, as follows:

Being Lot No. 13 on the Map of George I. Waddey's State Normal Subdivision of record in Book 421, page 149, Register's Office for

EULE RELEASE

29 April 1954
Geo. I. Waddey

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