WARRANTY DEED — J. R. West Form — SECURITY TITLE COMPANY THE GUARANTY TITLE TRUST COMPANY

R AND IN CONSIDERATION of the sum of

Four hundred seventy five and No/100 Dollars,

Dollars

h no

paid in cash by Dorris Kelly and wife, Louise H. Kelly

of which is hereby acknowledged, and for the remainder

Four hundred seventy five and No/100 Dollars

[illegible] have

their five notes dated April 24,1931, maturing
llows;- September 24,1931 $100.00, March 25,1932, $100.00
mber 25,1932 $100.00, March 25,1933 $100.00 September 25,1933
0.00

per cent interest from date, and providing for payment of attorney fees, and
notes, principal and interest, and attorney fees, a lien is expressly retained

I, Floy E. Finney

sold, and do hereby transfer and convey unto the said

wife, Louise H Kelly heirs and assigns,

son County, Tennessee, as follows:

a part of Lot 42 on the map of the Transford Realty Company's Belle Meade Golf Links Subdivision as of record in Book No. 421, pages 94 and 95 of the Registers office for Davidson County, Tennessee as follows; said lot 42 was sold to Dorris Kelly and wife cutting off the back or western 50 feet, and it is this part now that the same parties are purchasing making them own when said five notes are paid the entire lot 42 as before described at the time of the purchase the front portion on which a residence

RECORDER'S MEMO:
[illegible] of Writing, Typing or Printing in This [illegible] Unsatisfactory When Received.

HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto
ing, to the said Dorris Kelly and wife, Louise H.Kelly
nd assigns forever. I covenant that I am lawfully seized and possessed of said real estate
simple, have a good right to convey it, and that the same is unencumbered.

further covenant and bind Myself, my heirs and representatives, to warrant
r defend the title to said real estate to said Dorris Kelly and wife, Louise H.Kelly
r heirs and assigns, against the lawful claims of all persons.
for the purpose of better and more effectually securing the payment of said lien notes, and
sary court proceedings for the enforcement of said lien in the event of the non-payment
hey mature, as hereinafter provided, and for the consideration of one dollar, to
d, I, the said
Dorris Kelly and wife, Louise H.Kelly
by transfer and convey unto George I. Waddey, Trustee,
esors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title
terest thereto belonging, for the purposes aforesaid, only.

, the said
by agree to keep all buildings now on, or to be hereafter erected on said property, insured in some
fire insurance company or companies for at least the sum of $ until
herein secured are fully paid, and to have the loss, if any, made payable on the policy or policies
benefit of the lawful owner and holder of said notes, as his interest may appear.

o keep the improvements on said property in good repair and preservation,
sessments thereon, and to pay them when due; and in case fail
Trustee, or the lawful owner and holder of said notes, or any of them, may do
charge and treat the sum or sums so expended as part of the indebtedness
bear interest from the date of such payment.

aid Dorris Kelly and wife, Louise H. Kelly
when due, according to their terms, and pay taxes, keep up repairs, and
as aforesaid, then this trust conveyance shall be of no further force or effect.

ny one of said notes or part thereof, promptly at maturity or if, failing to

or keep said premises insured as herein provided; we fail to reim-
ful owner and holder of said notes for all sums, with interest, so expended by
ful owner and holder of said notes, within thirty days from date of such payment,
yance shall remain in full force and effect, and at the option of the lawful owner and
said notes, or any of said notes then past due and unpaid, all remaining unpaid notes shall
due and payable at once, without notice, and the said Trustee, or his successor in trust, is hereby
zed and empowered, upon giving twenty days' notice by three publications in any newspaper,
weekly, published in Davidson County, Tennessee, to sell said property at the South door of the
house in said county to the highest bidder for cash, at public outcry, free from the equity of re-
homestead, dower and all other exemptions of every kind, which are hereby expressly waived;
id Trustee, or his successor in trust, is authorized and empowered to execute and deliver a deed

chaser. The creditor may bid at any sale under this trust conveyance. we agree that
may, at any time after default in the payment of any one of said notes, enter and take pos-

, and shall only account for the net rents actually received by him. we fur-
, the purchaser shall be entitled to immediate possession thereof upon the de-
Trustee of a deed for said property. In case of sale hereunder, the proceeds will be
Trustee as follows:

the payment of all costs, charges and expenses of executing this conveyance and enforcing
herein provided; also reasonable attorney's fees for advice in the premises, or for instituting
any litigation which may arise on account of the execution of this conveyance, or the en-
of said lien; also the expenses of any such litigation.

To the payment of all taxes which may be unpaid on said premises.

To the payment of all unpaid notes herein secured, and any and all sums expended in the pro-
of said property, as herein authorized.

The residue, if any, will be paid to Dorris Kelly and wife, Louise H. Kelly
ntatives or assigns.

In case of the death, absence, inability or refusal to act of said Trustee at any time when action under foregoing power and trusts may be required, the lawful owner and holder of said lien notes, or, if than one, then of the first-maturing unpaid note, is hereby authorized and empowered to name a successor to execute this trust by an instrument in writing to be recorded in the Register's for Davidson County, Tennessee, and the title herein conveyed to ---------- e I. Waddey ----------, Trustee, shall be vested in said successor.

Trustee shall execute this trust without being required to give bond, and he shall not be required to file any account or settlement in relation to his trusteeship.

ESS WHEREOF, we, the said Floy E. Finney ----------
Dorris Kelly and wife Louise H. Kelly ----------
our hands at Nashville, Tennessee, this 1 day of Apr. 1931

Floy E. Finney
Louise H. Kelly
Dorris Kelly

TARY PUBLIC

Before me, H.C. Cunningham ----------, a Notary Public in and for within named Floy E. Finney, Dorris Kelly and wife Louise H. Kelly ----------

grantors, with whom I am personally acquainted, and who acknowledge that they executed the within instrument for the purposes therein contained.

Louise H. Kelly ----------
wife of the said Dorris Kelly ----------
---------- having appeared before me apart from her husband, the said Louise H. Kelly ----------
---------- acknowledged the execution of the within to have been done by her freely, voluntarily, and understandingly, without compulsion or constraint from said husband, and for the purposes therein expressed.

Witness my hand and official seal at Nashville Tennessee, this 25 day of April 1931

H.C. Cunningham, Notary Public.

NOTARY PUBLIC DAVIDSON CO. TENN.

ally secu
ment of sa

Floy E. Finney

TO

Dorris Kelly et

Security Title

Abstract of Title

THE

Guaranty Title Trust Company

Title Guaranteed

225 Third Avenue, North
NASHVILLE, TENN.

41628

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY
STATE OF TENN

JUL 14 12 07 PM '64

NOTED: BOOK 1827 PAGE 427
RECORDING FEE $ 2.50
DEP. REG. .50

STATE TAX $ 2.75
PROBATE $ .50
TOTAL $ 3.25

JUL 14 1964

R. E. WORRALL
COUNTY COURT CLERK
DAVIDSON COUNTY, TENN.

PAID JUL 14 1964

CC