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809 South 7th Street, University of Tennessee Deed (November 3, 1923)

L.A. Richardson

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QUITCLAIM RELEASE

FOR AND IN CONSIDERATION of the payment in full of indebtedness secured by trust deed executed by LEONARD A. RICHARDSON and wife LOIS ETHEL RICHARDSON, of Knoxville, Knox County, Tennessee.to THOMAS G. McCONNELL, Trustee, of date February 1, 1920 and conveying the property hereinafter described as security for the payment of indebtedness therein mentioned, the undersigned, THOMAS G. McCONNELL, Trustee, and THE EQUITABLE LIFE ASSURANCE SOCIETY OF THE UNITED STATES, the owner and holder of indebtedness secured by said trust deed hereby remise, release, quitclaim and convey the property so described to LEONARD A. RICHARDSON, and wife LOIS ETHEL RICHARDSON, the present owners of said property, and hereby expressly release the lien of said trust deed of record in Book201, Page 100 of the Register's Office of Knox County, Tennessee.

The property so described in said trust deed is situate in the City of Knoxville, County of Knox, Tennessee, to-wit:

Lying and being in the 12th Civil Districtof Knox County, Tenn., and in the 10 Ward of the City of Knoxville, Tennessee, on the west side of Seventh Street and more particularly described as follows:

Beginning at a stake on the West Side of Seventh Street, distant in a Southerly direction 160 feet from the Southwest corner of Seventh Street, and West Cumberland Avenue,

Thence West parallel with West Cumberland Avenue, 98 feet to a stake,

Thence South parallel with Seventh Street 40 feet to an alley,

Thence East with the line of said alley 98 feet to the West Line of Seventh Street, Thence North with the West Line of Seventh Street

Thence North with the West Line of Seventh Street 40 feet to the beginning. Being the same property acquired by Leonard A. Richardson from J. McTeer and wife Anna Pollock McTeer, February 15, 1920. Deed Book 325 Page 2-7 Sof the Register's Office of Knox County, Tennessee.

Trustee

THE EQUITABLE LIFE ASSURANCE SOCIETY OF THE UNITED STATES

altring

Comptroller

ATTEST : Assistant Auditor

STATE OF NEW YORK) COUNTY OF NEW YORK)ss.

5th. WITNESS my hand and notarial seal, this the

Netary Public New York County No. 82 New York Co. Register No. 4094 Term Expires March 30th 1924

STATE OF TENNESSEE) COUNTY OF)ss.

this the The day of ... A the first of the seal of the s



 Ohis Indenture, made this third day of November
 A. D., 1923

 between
 Leonard A. Richardson and his wife, Lois E. Richardson

of	Knox County	in	the Stat	e of	Tennesse	e, of	the
first p	part, and	yofTennessee,acor	poration	hav	ingits	situs	J
in	Knoxville, Knox County. Te	messee.	••••••	•••••			
U7	party		he second	part,			

Witnesseih. That the said parties......of the first part, for and in consideration of the sum of Six Thousand Dollars agreed to be paid to them by said second party, as. follows:- \$1500.00 cash

is hereby acknowledged one promissory note for \$1,000.00 payable November 15, 1923, without interest; one promissory note for \$ 1927.45 , payable January 1, 1924, without interest; and the assumption by said second party of a mortgage now resting upon said property in favor of the Equitable Life Insurance Company which mortgage said second party agrees to pay, in the sum of \$ 1572.55 ; said first parties are to have the use of said premises until February 1, 1924 without payment of rent; both of said notes are secured by lien hereby retained on the premises herein conveyed; ha Vo granted, bargained, sold and conveyed, and do..... hereby grant, bargain, sell and convey unto the said part.y......of the second part, the following described premises, to-wit, situated in District No. Twenty-four of Knox County. Tennessee and more particularly described as - Beginning at a stake on the West side of Seventh Street, distant in a Southerly direction one hundred and sixty feet from the Southwest corner of Seventh Street and West Cumberland Avenue; thence in a Westerly direction on a line parallel with West Cumberland Avenue ninety-eight feet to a stake, Shaw's line; thence in a Southerly direction along Shaw's line and parallel with Seventh Street forty feet to an alley; thence in an Easterly direction along said alley and parallel with West Cumberland Avenue ninety-eight feet to Seventh Street; thence in a Northerly direction along Seventh Street forty feet to the beginning point. This is part of the same property conveyed by deed from Fannie J. Duncan and W. O. Duncan by deed of record in Book 257, Page 297 Register's Office for Knox County, Tennessee, and is the same property conveyed by J. C. McTeer et ux to L. A. Richardson on February 15, 1920 by

.325, Page 272 to which reference is here made.

deed recorded in the Register's Office of Knox County, Tennessee, in Deed Book

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agreed to	be paid for said p	rem1565		

and that they will forever warrant and defend the said premises and the title thereto against the lawful claims of all persons whomsoever.

Signed, sealed and delivered in presence of

Eunice Eldridge

(I. S.) Q Am (L. S.) (L. S.) (L. S.)

Lula C. Williams

th whom I am personally acquainted, and who acknowledged thathe	
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th whom I am personally acquainted, and who acknowledged thathe	Notary Public of said
rposes therein contained.	ated the within instrument for the
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TATE OF TENNESSEE,	
Knox	
Personally appeared before me. Helen DePue	
county and State, the within named bargainors Leonard A. Richardson and	
Richardson	
ith whom I am personally acquainted, and who acknowledged that	
ontained. And Lois E. Richardson , wife of the said Leonar	
aving appeared before me privately and apart from her husband, saidLois E. Ri	
cknowledged the execution of the said Deed to have been done by her freely, voluntarily and	
on or constraint from her said husband, and for the purpose therein expressed.	· ····································
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County.	
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REAL ESTATE NOTE.—TENNESSEE.

Knoxville, Tennessee, Feb. 1,

1920

For Halter Recrited, we promise to pay to the order of THE EQUITABLE LIFE ASSURANCE SOCIETY OF THE UNITED STATES, a corporation organized under the laws of the State of New York, at its principal office in New York City, the full sum of

TWENTY-TWO HUNDRED & FIFTY (\$2250.00) ----- Dollars, in gold coin of the United States of America of the present standard of weight and fineness, for money loaned, with interest at the rate of six per centum per annum, and until the same shall be fully paid, all premiums upon the payment of which is conditioned a certain policy of life insurance bearing registered date Fob. 1, 1920 ..., numbered 4,905.971 issued by the said THE EQUITABLE LIFE ASSURANCE SOCIETY OF THE UNITED STATES on the life of Leonard A. Richardson

(a) A payment on account of the principal of said loan;

(b) Interest at the rate of six per centum per annum, duly discounted, on the monthly decreasing balance of said principal sum which will remain unpaid on said loan after the payment of each of the said monthly instalments; and

(c) The regular monthly premium on said policy of life insurance, computed at the said corporation's dopted rates for fractional premiums.

If default be made in the payment of any of said instalment on any day whereon the same is made payle, as above expressed, and should the same remain unpaid for the space of thirty days, the balance of said fincipal sum with all arrearages of interest thereon shall, at the option of said corporation, become due and syable immediately. And in the event it should become necessary to employ counsel to collect this obligaon, or to protect the security hereof, we also agree to pay a reasonable attorney's fee for the services such counsel whether suit be brought or not.

Lois Ethel Richardson This note is secured by a deed of trust of even date made by Leonard A. Richardson & wife # 809 South Seventh Street. Thos. G. McConnell, Trustee, conveying real estate known as. Knoxville, Tennessee, Knox County, Tennessee.

The terms, covenants, conditions, stipulations and agreements in said deed of trust contained are hereby hade a part hereof to the same extent and with the same effect as if the same were fully set forth herein.





DEED OF TRUST

THIS INDENTURE, Made this 1st ... day of February One Thousand Nine Hundred and Twenty between Leonard A. Richardson and wife Lois Ethel Richardson, of Knoxville, Knox County, Tennessee

Parties

hereinafter known and designated as the mortgagor, of the first part, and Thomas G. McConnell Trustee, hereinafter known and designated as the Trustee, party of the second part, and THE

EQUITABLE LIFE ASSURANCE SOCIETY OF THE UNITED STATES, a corporation organized and existing under the laws of the State of New York, having its principal office at No. 120 Broadway, in the Borough of Manhattan of the city of New York, hereinafter known and designated as the mortgagee, party of the third part.

Life Insurance

Borrowed

WHEREAS, The said. Leonard A. Richardson is

Money

Bond Note

(a) 'A payment on account of the principal of said loan;

(b) Interest at the rate of six per cent. per annum, duly discounted on the monthly decreasing balance of said principal sum which will remain unpaid on said loan after the payment of each of the said monthly installments; and

(c) The regular monthly premium on said policy of life insurance computed at the said mortgagee's adopted rates for fractional premiums, it being in said bond expressly agreed that the whole of said principal sum or the balance thereof, from time to time outstanding, shall become due after default in the payment of any of said installments, or of the taxes, fire insurance premiums, repairs, assessments or water rates, as hereinafter provided, anything therein contained to the contrary notwithstanding.

NOW, THIS INDENTURE WITNESSETH:

THAT THE SAID mortgagor for the better securing the payment to the said mortgagee of the said sum of money so borrowed, as aforesaid, with interest thereon and of the premiums upon the payment of which said policy of life insurance is conditioned and also for and in consideration of the sum of one dollar to the mortgagor in hand paid by the mortgagee, does hereby grant, bargain, sell, convey and release unto the said Trustee, and to his successors and assigns forever all the following described property in Knoxville, Knox County, State of Tennessee, to wit:

Mortgaged ortgaged Lying and being in the 12th Civil District of Knox County, Tenn. Premises and in the loward of the City of Knoxville, Tennessee, on the West side of Seventh Street and more particularly described as follows:

Beginning at a stake on the West side of Seventh Street, distant in a Southerly direction 160 feet from the Southwest corner of Seventh St., and West Cumberland Avenue.

Thence West parallel with West Cumberland Avenue,98 feet to a stake.

Thence South parallel with Seventh Street 40 feet to an alley.

Thence East with the line of said alley 98 feet to the West Line of Seventh Street,

Thence North with the West Line of Seventh Street 40 feet to the beginning. Being the same property acquired by Leonard A. Richardson from J. C. McTeer and wife Anna Pollock McTeer, February 15, 1920. Deed Page of the Register's Office of Knox County, Tennessee. Book

> TOGETHER WITH THE APPURTENANCES and all the estates and rights of the mortgagor in and to said premises, and rents, issues and profits thereof, and all the chattels and personal property attached to or connected therewith.

> TO HAVE AND TO HOLD the above granted premises unto the said Trustee, his successors in trust and assigns forever.

> PROVIDED ALWAYS THAT IF THE SAID mortgagor or the heirs, executors or administrators of the mortgagor shall pay unto the said mortgagee, its successors or assigns, the said sum of money so borrowed from the mortgagee and mentioned in the condition of the said bond or obligation, and the interest thereon at the time and in the manner mentioned in the said condition, and any and all other sums which may become due and payable thereunder, and until the same be fully paid, each and every premium upon the payment of which said policy of life insurance is conditioned, then these presents and the estate hereby granted shall cease, determine and be void.

> AND THE SAID MORTGAGOR COVENANTS WITH THE MORTGAGEE AS FOL-LOWS:

> FIRST. That the mortgagor will pay the indebtedness as hereinbefore provided, and until the same be fully paid all said premiums of life insurance, and, if default be made in the payment of any part thereof, or in the performance of any of the covenants and conditions herein contained, the Trustee shall have power to sell the premises herein described under the power of sale herein granted, or the mortgagee may foreclose in any court of competent jurisdiction, at its option.

SECOND. And it is hereby expressly agreed that the whole of said principal sum, or so much on Default thereof as shall remain unpaid, shall become due at the option of the said mortgagee, after default in the payment of any of said installments for thirty days or after default in the payment of any tax or assessments, water rate or repairs for sixty days, or in case of the actual or threatened demolition or removal of any building erected upon said premises, anything herein contained to the contrary notwithstanding. THIRD. That the mortgagor will execute any further necessary assurance of the title to said

Assurance premises and will forever warrant said title.

FOURTH. The mortgagor also covenants and agrees to keep the mortgaged premises insured against loss by fire for not less than \$..... in some company approved by the lender, and to keep the premiums paid up during the life of this loan and deposit the policies premiums paid, with the said mortgagee with loss clauses in such form as the mortgagee may require protecting its interest, and to keep such policies renewed from time to time, such renewal policies to be deposited, premiums paid with the mortgagee at least three days before any expiration or expirations. Failure to so insure or pay premiums or deposit such policies shall constitute default for all purposes, and mature the debt, and the mortgagee may in that event take out insurance, pay premiums, which shall be secured hereby, and at its option proceed to foreclose by any method permitted by law or by this instrument. In case of loss and payment by any insurance company, the amount of insurance money paid shall be applied either on the indebtedness secured hereby or in rebuilding and restoring the damaged property, as the mortgagee may elect.

Repairs

FIFTH. The mortgagor also covenants and agrees to keep the mortgaged premises in good order and repair so long as any indebtedness secured hereby shall remain unpaid, and failure so to do shall constitute default, for all purposes, and mature the debt; and the mortgagee, should such default continue for sixty days, may in that event effect such repairs and pay for same, and any sums so expended shall be secured hereby, and at its option may proceed to foreclose by any method permitted by law, or by this instrument.

Covenants

Provisions

Further

Fire Insurance

Right of Entry

Receiver

Default on Taxes, Etc.

Sale by Mortgagor

of Laws

Change

SIXTH. That if default shall be made in the payment of any of said installments mentioned in the condition of the bond at the respective times herein specified for the payment thereof, or if any other default shall be made hereunder, the mortgagee shall have the right forthwith, after any such default, to enter upon and take possession of the said mortgaged premises and to let the said premises and receive the rents, issues and profits thereof, and to apply the same after payment of all necessary charges and expenses, on account of the amount hereby secured, and said rents and profits are in the event of any such default hereby assigned to the mortgagee.

SEVENTH. And the mortgagee shall also be at liberty immediately after such default, upon proceedings being commenced for the foreclosure of this mortgage, to apply for the appointment of a receiver of the rents and profits of the said premises without notice, and the mortgagee shall be entitled to the appointment of such a receiver as a matter of right, without consideration of the value of the mortgaged premises as security for the amounts due the mortgagee, or the solvency of any person or persons liable for the payment of such amounts.

EIGHTH. That in default of the payment of any taxes, fines, charges and assessments, which may be imposed by law upon the said premises, or any part thereof, or if there be at any time any prior liens or encumbrances on said premises, it shall and may be lawful for the said party of the third part, without notice to or demand from the mortgagor, to pay the amount of any such tax, fine, charge, assessment, lien or encumbrance, with any expenses attending same, and any amount so paid, the mortgagor covenants and agrees to repay to the party of the third part with interest thereon, without notice or demand, and the same shall be a lien on said premises, and be secured by the said note and by these presents: and the whole amount hereby secured, if not then due, shall thereupon, if the party of the third part so elect, become due and payable forthwith, anything herein contained to the contrary notwithstanding.

NINTH. In the event of the passage after the date of this mortgage of any law of the State of Tennessee deducting from the value of land for the purposes of taxation any lien thereon, or changing in any way the laws of the taxation of mortgages or debts secured by mortgage for State or local purposes, or the manner of the collection of any such taxes or in the event of the passage of any other law so as to affect this mortgage, the holder of this mortgage and of the debt which it secures shall have the right to give thirty days' written notice to the owner of said land requiring the payment of the mortgage debt, and it is hereby agreed that if such notice be given the said debt shall become due, payable and collectible at the expiration of said thirty days.

TENTH. It is expressly understood and agreed that this mortgage shall become due and payable at the option of the mortgagee, if the mortgagor shall convey away said mortgaged premises or shall be in any way divested of the title thereto.

ELEVENTH. It is furthermore agreed that the mortgagee may resort for the payment of said principal moneys, premiums and interest to its several securities therefor in such order and manner as it may think fit.

In the event of default of payment of any installment secured hereby, or any other default herein provided for, the Trustee, after advertising the time and place, and describing the property and referring to this mortgage by three consecutive weekly insertions, one week apart, in some newspaper published in.....Knoxville........, the first advertisement to appear twenty-one days prior to the date set for sale, may proceed to sell said real estate herein described to the highest bidder

for cash at. North. Door. of. Court, House, Knox County, Tennessee and shall apply the proceeds of such sale, FIRST, to the cost of executing this trust, including any and all sums the beneficiary or Trustee may have expended or become liable for, on account of litigation, attorney's fees, in connection therewith or for collecting said indebtedness or any part thereof by sale hereunder or otherwise, taxes, insurance premiums, or any advance made or expense incurred on account of said property, with interest thereon. SECONDLY, to the payment of the indebtedness secured hereby, remaining unpaid, and, THIRDLY, it shall pay over the remainder, if any, to the mortgagor Leonard. A. Richardson & wife Lois Ethel Richardson here shall execute a deed to the purchaser, who shall thereby be vested with the fee simple title to the premises hereby mortgaged, and after such sale the mortgagor, heirs or assigns, or tenant in possession, shall become tenants at will of the purchaser at a monthly rental of \$. 40.00. In the event of refusal, absence or inability of the Trustee named herein to act, when requested, or if the mortgagee shall for any reason desire to change the Trustee, and wherever the Trustee is referred to herein is meant any successors as well as the original Trustee. Oath and bond of the Trustee or Trustees is waived. In the event of sale hereunder the mortgagee may become the purchaser.

TWELFTH. It is furthermore agreed that the said mortgagor shall have the privilege after three years from the date hereof of prepaying the amount hereby secured on the first day of any month and after one month's notice, in amounts in addition to the installment then due, which will equal the amounts applicable on account of principal out of one or more of the successive installments falling due immediately following the date of such payments; and all such prepayments in excess of the installment then due and payable shall be applied by the mortgagee on account of the net balance of principal of said sum evidenced by the said note then remaining due, and the number of installments payable hereunder shall be reduced accordingly, but the amount of each installment shall remain the same.

THIRTEENTH. It is also agreed that upon the death of the person whose life is insured under the policy of life insurance mentioned in the bond hereinabove referred to, provided the said policy of life insurance be still in force, the balance of the principal sum hereby secured then remaining unpaid together with all arrearages of interest and all other sums of money due under the terms of said bond or of this instrument, shall become immediately due and payable and the mortgagee shall apply toward the payment thereof the amount due from it under the terms of the said policy and pay over the balance, if any, to such person or persons as may be legally entitled thereto.

Power Sale by Trustee

Substituted Trustee

Prepayment

. the operative and every part hereof and the term "MORTGAGOR" shall be construed to include her....as well as the said.....evenard A. Richardsonexcept IN WITNESS WHEREOF, the said Leonard A.Richardson & wife Lois Ethel when otherwise specified. Signatures ha. Shereunto set. their hand. S and seal S this day and year first above written. Fino Ethel Richard igned, seated and delivered in presence of 1 Jula STATE OF TENNESSEE,) Personally appeared before me, a Notary Public in and for said State and County, at. Knoxville, Tennessee duly commissioned, qualified and acting. Leonard A. Richardson and wife Lois Ethel Richardson the within named bargainor\$..with whom I am personally acquainted, and who acknowledged that .t.he. y executed the within instrument for the purposes therein contained. And...... Lois Ethel Richardson wife of the saidLeonard A.Richardsonhaving appeared before me privately and apart from her husband, the saidDeed to have been done by her freely, voluntarily and understandingly, without compulsion or constraint from her said husband, and for the purposes therein expressed. WITNESS my hand and Notarial Seal, at Knoxville, Tenne ...aforesaid, this...... .day of ... February. 19120 0 Notary Public. STATE OF TENNESSEE, COUNTY. , a Notary Public PERSONALLY APPEARED BEFORE ME,..... in and for said State and County, at. duly commissioned, qualified and acting. der. the within named bargainor, with whom I am personally acquainted, and who acknowledged that executed the within instrument for the purposes therein contained, WITNESS my hand and Notarial Seal, at..... Notary Public. l'homa s Leonard Ethel ç. . Life Assurance McConnel OF HOISTER'S OFFICE 0 将文は市会を消 Richards Richardson FOR GE TO THE DEED OF 80 rustee wife IN IM COS

of the second part,

THIS INDENTURE, made this6th day ofMarchA. D., 191 5 betweenDon K. Eckel (single)

of. Knox County in the State of Tenn. of the first part, and ANNA POLLOCK MCTEER

Knox County, Tenn.

WITNESSETH, That the said part y of the first part, for and in consideration of the sum of Thirty seven hundred and fifty and no/100 dollars

to. him in hand paid by the said part y ... of the second part, the receipt of which is hereby acknowledged

and to secure the payment of said note a specific lien is -hereby - retained -on - the -property - here- conveyed, ha B granted, bargained, sold, and conveyed, and do. es ...hereby grant, bargain, sell and convey unto the said part. y of the second part, the following described premises, to-wit, situate in District No. twenty four of Knox County, Tennessee and particularly described as - Beginning at a stake on the West side of Seventh Street, distant in a Southerly direction one hundred and sixty feet from the Southwest corner of Seventh Street and West Cumberland Avenue; thence in a Westerly direction on a line parallel with West Cumberland Avenue ninety eight feet to a stake, Shaw's line; thence in a Southerly direction along Shaw's line and parallel with Seventh Street forty feet to an alley; thence in an Easterly direction along said alley and parallel with West Cumberland Avenue ninety eight fortito Seventh Street; thence in a Northerly direction along Seventh Street forty feet to the beginning point. This is part of the same property. conveyed to party of the first part by deed from Fannie J. Duncan and W. O. Duncan by deed of record in Book 257, page 297 Register's office for Knox County, Tenn.



And the said part. Y of the first part for himself and his Heirs, Executors and Administrators do 'es hereby covenant with the said part for. Y of the second par her heirs and assigns that heis lawfully seized in fee simple of the premises above conveyed and has full power, authority and right to convey the same, that said premises are free from all incumbrances except 1915 taxes which second party assumes

and that he will forever warrant and defend the said premises and the title thereto against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, The said part y of the first part has hereunto set his

hand and seal the day and year first above written.

Signed, sealed and delivered in presence of

[L. S.] [L. S.] [L. S.] £ 7 . 1 . . TL. S.1.

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La. Recharton INSURANCE, REAL ESTATE & LOANS KNOXVILLE, TENN. 3750 EXE 4. 0Ca K. Eckel Don, -TOunrie Anna Pollock McTeer. REGISTER'COMPARED State of Tennes County of ceived for record the. day of 11 A. D. Nineteen Hundred ~ o'clock ____M. and Noted in Note Book Page 40 and 2 Recorded in Book of Deeds... Page 342 Vol litness my hand Fee Haid gister 3.7 State Tax, County Tax, 15 Clerk's Feetify wat 3.90 Tot Witsens Mar. -61915



THIS INDENTURE, Made this 15 day or February A. D. 1920, between J. C. McTeer and wife Anna Pollock McTeer of Knox County, in the State of Tennessee of the first part, and Leonard A. Richardson, of Knox County, Tennessee, of the Second part.

WITNESSETH,

That, the said parties of the first part for and inconsideration of the sum of \$2750.00 to them in hand paid by the said party of the second part the receipt of which is hereby acknowledged and the further consideration of \$1750.00 evidenced as follows:

> One note dated February15, 1920, for \$180.00 payable at the rate of \$30.00 per month beginning March 1, 1920. This note bears 6% interest from date. The interest to be paid with each installment. The maker of this note has the right to pay all or any part thereof at any time.

> One Note dated February/ 1920 for \$500.00 due on or before August 1, 1920. This note provides for 6% interest from date.

One note dated February131920 for \$120.00 payable at the rate of \$30.00 per month beginning September 1, 1920. This note bears 6% interest from date, the interest to be paid with each installment The maker of this note has a right to pay all or any part thereof at any time.

One Note dated February 13, 1920, for \$300.00 due on or before February 1, 1920. This note bears 6% interest from date.

One note dated February15,1920 for \$50.00 due on or before August 1, 1921. This note bears 65 interest from date.

One note dated February15,1920 for \$300.00 due on or before February 1, 1922. This note bears 6% interest from date, and to secure the payment of said note a lien is hereby retained on the property hereby conveyed. But it is agreed that the lien herein retained to secure the payment of said note is subordinate to a Trust Deed upon said property executed to Thomas G. McConnell, Trustee for the Equitable Life Assurance Society of the United States to secure the payment of a note for \$2250. which Trust Deed is of record in the Register's Office of Knox County, Tennessee.

It is further agreed and understood that \$2250,00 of the cash consideration shown in this Deed is money borrowed by the grantee herein from the Equitable Life Assurance Society of the United States and for which the grantee herein executed his note and also executed a Trust Deed conveying 'the property herein described to Thomas G. McConnell, Trustee for the Equitable Life Assurance Society of the United States to secure the payment of said note and the grant ors in this Deed hereby agree that the lien retained by them aforesaid is secondary and subordinate to the lien created by the Trust Deed aforesaid in favor of the Equitable Life Assurance Society of United States and the grantors herein agree that said Trust Deed is a first and prior lien upon the property here in conveyed, 11

Situated in District No. 12 of Knox County, Tennessee and in the 10th Ward of the City of Knoxville, Tennessee, and more fully described as follows:

> Beginning at a stake on the West side of Seventh Street, distant in a Southerly direction one hundred and sixty feet from the Southwest corner of Seventh Street and West Cumberland Avenue; thence in a Westerly direction on a line parallel with West Cumberland Avenue ninety eight feet to a stake, Shaw's line; thence in a Southerly direction along Shaw's line and parallel with Seventh Street forty feet to an alley; thence in an Easterly direction along said alley and parallel with West Cumberland Avenue ninety eight feet to Seventh Street; thence in a Northerly direction along Seventh Street forty feet to the beginning point.

With the hereditaments and appurtenances thereto appertaining, hereby releasing all claims to Homestead and Dower therein, TO HAVE AND TO HOLD the said premises to the said party of the second part his heirs and assigns forever.

And the said parties of the first part for themselves and for their heirs, executors and administrators do hereby covenant with the said party of the second part his heirs and assigns that they are lawfully seized in fee simple of the premises above conveyed and havefull power, authority and right to convey the same, that said premises are free from all incumbrances except taxes for the year for 1920.

and that they will forever warrant and defend the said premises and the title thereto against the lawful claims of all persons whomsoever.

In witness whereof, the said parties of the first part have hereunto set their hands and seals the day and year first above written.

9. C. Mchur anna Pollock Meters

STATE OF TENNESSEE

Witness my hand and official seal at office this /6 day of February A. D. Nineteen Hundred and Twenty.

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