INSTALLMENT DEED

$75

FOR AND IN CONSIDERATION of the sum of EIGHTEEN HUNDRED ($1800.00) DOLLARS ~~DOLLARS has been paid in cash by the said~~ of which IS TO BE PAID AS FOLLOWS:

BY THE ASSUMPTION OF A MORTGAGE OF NINE HUNDRED ($900.00) EXECUTED APRIL 1, 1931, BY MARTHA L.MARR AND W.B.MARR TO CHARLES F. LOVELL, TRUSTEE, BEARING INTEREST AT THE RATE OF 6% PAYABLE SEMI-ANNUALLY, AND THE SAID PARTIES TO THIS DEED ASSUME THE PAYMENT AND INTEREST ON SAME, AND FOR THE BALANCE OF NINE HUNDRED ($900.00) DOLLARS, GEORGE H.PEAKES AND ELEASE PEAKES HAVE EXECUTED FORTY-FIVE (45) NOTES AT $20.00 EACH, PAYABLE MONTHLY, WITH SIX PER CENT INTEREST FROM APRIL 1, 1931;

FURTHER, THE PURCHASERS OF THIS PROPERTY ASSUME AND AGREE TO PAY TAXES FOR THE YEARS 1930 AND 1931.

all of said notes bearing six per cent interest from date, and providing for payment of attorney's fees; and to secure the payment of said notes, principal and interest, and attorney's fees, a lien is expressly retained on the land herein conveyed

MARTHA L.MARR AND W.B.MARR,

have this day bargained and sold, and do hereby transfer and convey, unto the said GEORGE H.PEAKES, AGATHA JORDAN AND ELEASE PEAKES, THEIR heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

BEING THE SOUTHERN PART OF LOT NO.405 IN MAURY AND CLAIBORNE ADDITION TO NASHVILLE, SEE PLAN IN BOOK 21, PAGES 84 AND 85 IN THE REGISTERS OFFICE, DAVIDSON COUNTY, TENNESSEE. THE SAID PART OF LOT NO.405, FRONTS 30 FEET ON THE EAST SIDE OF WHARF AVENUE AND EXTENDS BACK BETWEEN PARALLEL LINES AND WITH THE NORTHERLY LINE OF PERKINS STREET, 150 FEET TO AN ALLEY, AND BEING THE SAME PROPERTY WHICH WAS CONVEYED TO THE SAID MATTIE L.RIDLEY (FORMERLY BLACKWELL) BY DEED OF CHARLES H.SWEENEY DULY RECORDED IN THE AFORESAID REGISTERS OFFICE IN BOOK 207, PAGE 384. (ALSO SEE BOOK NO. 556, PAGE 326) REFERENCE IS ALSO MADE TO DEED RECORDED IN BOOK 873, PAGE 156, R.O.D.C.TENNESSEE, WHICH IS A DEED FROM GEORGE H.PEAKES TO MARTHA LOUISE MARR.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said GEORGE H.PEAKES, ELEASE PEAKES, AND AGATHA JORDAN, THEIR heirs and assigns, forever, WE covenant that WE ARE lawfully seized and possessed of said real estate in fee simple, have good right to convey it, and that the same is unencumbered.

WE further covenant and bind OURSELVES, OUR, heirs and representatives, to warrant and forever defend the title to said real estate to said GEORGE H.PEAKES, ELEASE PEAKES, AND AGATHA JORDAN, heirs and assigns, against the lawful claims of all persons. THEIR

And now, for the purpose of better and more effectually securing the payment of said lien notes, and rendering unnecessary court proceedings for the enforcement of said lien in the event of the nonpayment of said notes as they mature, as hereinafter provided, and for the consideration of One Dollar to US in hand paid WE, the said MARTHA L.MARR AND W.B.MARR,

do hereby transfer and convey unto JOSEPH E.PASTERNACK, Trustee, his successors and assigns, the real estate herein before described, with the appurtenances, estate, title, and interest thereto belonging, for the purposes aforesaid only.