NUMBER 57757 RECORDED JULY 2, 1935. BESSIE T. DAVIS, ET AL TO TED THRONEBERRY, ET UX.

INSTALLMENT DEED

975

FOR AND IN CONSIDERATION of the sum of $1000.00 ONE THOUSAND & NO/100 DOLLARS
of which ($200.00) TWO HUNDRED & NO/100 DOLLARS has been paid in cash by TED THRONEBERRY AND WIFE, MARY ALMA THRONEBERRY, receipt of which is hereby acknowledged, and for the remainder OF ($800.00) EIGHT HUNDRED & NO/100 DOLLARS
the said TED THRONEBERRY AND WIFE, MARY ALMA THRONEBERRY

HAVE EXECUTED AND DELIVERED THEIR 45 JOINT PROMISSORY LIEN NOTES, PAYABLE TO THE ORDER OF BESSIE T. DAVIS AND OF EVEN DATE HEREWITH, THE FIRST ONE BEING FOR THE SUM OF $22.00 AND EACH SUCCEEDING ONE BEING FOR A SUM OF NINE CENTS LESS THAN THE PRECEDING NOTE, THE LAST ONE BEING FOR THE SUM OF $3.04, AND THE FIRST ONE OF SAID NOTES IS DUE ON OR BEFORE ONE MONTH FROM DATE AND ONE IS DUE ON OR BEFORE EACH MONTH THEREAFTER UNTIL ALL ARE PAID, AND SAID NOTES BEAR NO INTEREST EXCEPT AFTER MATURITY, AS INTEREST HAS BEEN ADDED TO THE PRINCIPAL OF EACH NOTE

~~XXXX and said notes bearing six per cent XXXXXXXXXX~~ 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

have this day bargained and sold, and do hereby transfer and convey, unto the said BESSIE T. DAVIS AND HUSBAND, J. LEROY DAVIS, ALMA THRONEBERRY, THEIR TED THRONEBERRY AND WIFE, MARY heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

BEING THE SOUTHERLY ONE-HALF OF THE EASTERLY 50 FEET OF THE WESTERLY 100 FEET OF LOT NO. 352 ON THE MAP OF THE RICHLAND REALTY COMPANY'S WEST LAWN SUBDIVISION, AS OF RECORD IN BOOK NO. 421, PAGE 32, REGISTER'S OFFICE FOR SAID COUNTY, DESCRIBED AS FOLLOWS: BEGINNING ON THE NORTHERLY MARGIN OF WEST LAWN DRIVEWAY 50 FEET EASTERLY FROM THE CORNER OF LOTS NOS. 351, AND 352, BEING JOHN W. CHESTER'S SOUTHEAST CORNER; THENCE WITH THE NORTHERLY MARGIN OF SAID DRIVEWAY EASTERLY 50 FEET TO FREEMAN'S SOUTHWEST CORNER; THENCE WITH HIS WESTERLY LINE NORTHERLY 225 FEET, MORE OR LESS, TO A POINT HALFWAY TO MINNESSOTA AVENUE, FORMERLY THE MURPHY ROAD; THENCE AT RIGHT ANGLES WESTERLY 50 FEET, MORE OR LESS, TO SAID CHESTER'S EASTERLY LINE, THENCE WITH SAID LINE SOUTHERLY 230 FEET, MORE OR LESS, TO THE BEGINNING. BEING PART OF THE PROPERTY CONVEYED TO BESSIE T. DAVIS BY DEED FROM J. LEROY DAVIS, OF RECORD IN BOOK NO. 932, PAGE 159, SAID REGISTER'S OFFICE.

TAXES FOR THE YEAR 1935 ON THE PROPERTY HEREIN CONVEYED HAVE BEEN PRORATED AND ARE ASSUMED BY THE PURCHASERS.

I declare that I am the true and lawful holder of the claim secured by the within mortgage and that the right within mentioned and described is just and true. Affiant. Subscribed and sworn to before me this 1st day of July 1935. Register. Deputy Register.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said TED THRONEBERRY AND WIFE, MARY ALMA THRONEBERRY - 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., EXCEPT AS HEREIN STATED.

WE further covenant and bind OURSELVES, OUR heirs and representatives, to warrant and forever defend the title to said real estate to said TED THRONEBERRY AND WIFE, MARY ALMA THRONEBERRY, THEIR heirs and assigns, against the lawful claims of all persons.

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 TED THRONEBERRY AND WIFE, MARY ALMA THRONEBERRY, do hereby transfer and convey unto CARL T. HINRICHS, 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.