INSTALLMENT DEED

975

FOR AND IN CONSIDERATION of the sum of NINETEEN HUNDRED ($1900.00) DOLLARS
of which ONE HUNDRED AND FIFTY-TWO ($152.00) DOLLARS has been paid in cash by
GILBERT KING AND WIFE, JUEDOLLTHY KING, , receipt of which is hereby acknowledged, and for the remainder
SEVENTEEN HUNDRED AND FORTY-EIGHT ($1748.00) DOLLARS
the said GILBERT KING AND WIFE,

HAVE EXECUTED THEIR 79 PROMISSORY NOTES OF EVEN DATE WITH THIS INSTRUMENT, NUMBERED 1 TO 79, BOTH INCLUSIVE, AND PAYABLE TO THE ORDER OF ROBERT LUSK MONTHLY, BEGINNING JULY 20, 1935, AND CONTINUED ON THE 20TH DAY OF EACH AND EVERY MONTH THEREAFTER UNTIL ALL ARE PAID. NOTES NOS. 1 TO 78, BOTH INCLUSIVE, ARE FOR $16.00 EACH IN PRINCIPAL, BUT INTEREST AT THE RATE OF 6 PER CENTUM PER ANNUM PAYABLE MONTHLY ON ALL OF SAID NOTES HAS BEEN ADDED INTO THE FACI OF EACH NOTE, NOTE NO.1 BEING FOR $22.24 AND EACH SUCCEEDING NOTE THEREAFTER UP TO AND INCLUSIVE OF NOTE NO. 78 IS FOR AN AMOUNT 8 CENTS LESS THAN THE PRECEDING NOTE. NOTE NO. 79 IS FOR $500.00 AND BEARS INTEREST FROM DATE AT THE RATE OF 6 PER CENTUM PER ANNUM, PAYABLE SEMI-ANNUALLY.

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

WE, ROBERT LUSK AND WIFE, BINNIE BRIGGS LUSK,

have this day bargained and sold, and do hereby transfer and convey, unto the said

GILBERT KING AND WIFE, JUEDOLLTHY KING, THEIR heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

BEING LOT NO.85, BLOCK 1 OF THE SUBDIVISION OF THE HEFFERNAN PLACE, AS OF RECORD IN BOOK 161, PAGE 138, R.O.D.C.TENNESSEE.

SAID LOT NO.85 FRONTS 50 FEET ON THE NORTHERLY SIDE OF ALAMEDA STREET AND RUNS BACK BETWEEN PARALLEL LINES 140 FEET TO AN ALLEY, AND BEING THE SAME PROPERTY HERETOFORE CONVEYED TO ROBERT LUSK BY DEED FROM L.R. CAMPBELL, OF RECORD IN BOOK 967, PAGE 127, R.O.D.C.TENN.

I declare that the within deed was received, and the same is duly recorded, and fee collected as stated thereon. Jno. Frazier, Clerk. By [illegible] D.C. Attest: [illegible]

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said GILBERT KING AND WIFE, JUEDOLLTHY KING, -- 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 BY 1935 TAXES WHICH PURCHASERS ASSUME AND AGREE TO PAY.

WE further covenant and bind OURSELVES, OUR, heirs and representatives, to warrant and forever defend the title to said real estate to said GILBERT KING AND WIFE, JUEDOLLTHY KING, 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 GILBERT KING AND WIFE, JUEDOLLTHY KING,

do hereby transfer and convey unto ROBERT LUSK, , 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.