INSTALLMENT DEED

575

FOR AND IN CONSIDERATION of the sum of TWENTY-ONE HUNDRED AND FIFTY ($2150.00) DOLLARS
of which FIFTEEN ($15.00) DOLLARS has been paid in cash by
H.E.ALLEN AND WIFE, HATTIE ALLEN, THE receipt of which is hereby acknowledged, and for the remainder
TWENTY-ONE HUNDRED AND THIRTY-FIVE ($2135.00) DOLLARS
the said H.E.ALLEN AND WIFE, HATTIE ALLEN,

HAVE ASSUMED AND AGREED TO PAY A MORTGAGE NOTE IN THE SUM OF $700.00 WITH INTEREST ON THE UNPAID BALANCE AT THE RATE OF FIVE PERCENT, PAYABLE SEMI-ANNUALLY, SAID PRINCIPAL NOTE PAYABLE ON AN AMORTIZATION PLAN IN TWENTY SEMI-ANNUAL INSTALLMENTS OF $35.00 EACH, THE FIRST INSTALLMENT BEING PAYABLE ON THE 1ST DAY OF SEPTEMBER, 1937, AND THE LAST INSTALLMENT BEING PAYABLE ON THE 1ST DAY OF MARCH, 1947. SAID MORTGAGE NOTE IS SECURED BY DEED OF TRUST FROM JENNIE CATO AND HUSBAND THOMAS J.CATO TO LAND BANK COMMISSIONER AND FRANK D.RASH, TRUSTEE, DATED JULY 5, 1934, AND RECORDED IN BOOK NO.948, PAGE 367, REGISTERS OFFICE OF DAVIDSON COUNTY,TENNESSEE; AND THE SAID H.E. ALLEN AND WIFE, HATTIE ALLEN HAVE EXECUTED THEIR 131 PROMISSORY MONTHLY NOTES BEARING DATE OF DECEMBER 28, 1934, AND PAYABLE TO THE ORDER OF MRS.JENNIE CATO, THE FIRST 25 OF SAID NOTES BEING IN THE SUM OF $15.00 EACH, AND THE REMAINING 106 NOTES BEING IN THE SUM OF $10.00 EACH. THE FIRST ONE OF SAID NOTES IS DUE AND PAYABLE ON OR BEFORE JANUARY 28, 1936, AND THE OTHERS ON OR BEFORE THE 28TH DAY OF EACH SUCCEEDING MONTH THEREAFTER,

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, MRS.JENNIE CATO AND HUSBAND, THOMAS J.CATO,

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

H.E.ALLEN AND WIFE, HATTIE ALLEN, THEIR heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

SITUATED IN THE 14TH, FORMERLY THE 24TH, CIVIL DISTRICT OF DAVIDSON COUNTY, TENNESSEE, ABOUT 14 MILES NORTHWEST OF NASHVILLE ON THE SOUTH SIDE OF LITTLE MARROW BONE CREEK, CONSISTING OF 59.35 ACRES, BE THE SAME, MORE OR LESS, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING IN THE CENTER OF SAID CREEK AT THE MOUTH OF SPICEWOOD BRANCH; THENCE WITH THE CENTER OF SAID CREEK, S. 76½ DEGREES W. 15.8 POLES, S. 89¼ DEGREES W. 35.4 POLES, S. 56¾ DEGREES W. 19 POLES TO A POINT IN CENTER OF SAID CREEK OPPOSITE THE MOUTH OF A RAVINE, ROBERT JONES' NORTHEAST CORNER; THENCE UP A HOLLOW S. 11 DEGREES E. 81½ POLES TO A STAKE ON A RIDGE, CONTINUING S. 10½ DEGREES E. 47 POLES TO A LARGE CHESTNUT OAK ON A RIDGE, SAID ROBERT JONES' SOUTHEAST CORNER; THENCE N. 79 DEGREES E. 41 POLES TO A WHITE OAK ON A RIDGE IN THE WEST LINE OF D.H.GOODLETT'S LAND; THENCE FOLLOWING THE RIDGE AND SAID GOODLETT'S WEST LINE N. 13 DEGREES E. 27.2 POLES TO A WHITE OAK, N. 19 DEGREES E. 14.6 POLES TO A CHESTNUT OAK AND HICKORY, N. 24 DEGREES E. 12 POLES TO A BLACK OAK; N. 38 DEGREES E. 36 POLES TO A STAKE IN THE CENTER OF SPICEWOOD BRANCH, WALNUT AND HICKORY POINTERS; THENCE DOWN THE CENTER OF SAID BRANCH N. 3½ DEGREES W. 11.23 POLES, N. 17 DEGREES W. 10 POLES, N. 30½ DEGREES W. 14.54 POLES, N. 52 DEGREES W. 29.7 POLES TO THE BEGINNING.

THIS IS THE SAME PROPERTY WHICH WAS CONVEYED TO MRS.JENNIE CATO BY DEED FROM RUFUS GANN, TRUSTEE, SAID DEED BEARING DATE OF MARCH 6, 1934, AND OF RECORD IN BOOK NO.939, PAGE 411, REGISTERS OFFICE OF DAVIDSON COUNTY,TENNESSEE.

I hereby certify that I am the lawful holder of the claim secured by the Instrument recorded herein, and release the lien of same. Witness my hand this 6th day of Sept. 1935
Attest: [illegible]

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said H.E.ALLEN AND WIFE HATTIE ALLEN, 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.

EXCEPT AS HEREIN MENTIONED.

WE further covenant and bind OURSELVES, OUR, heirs and representatives, to warrant and forever defend the title to said real estate to said H.E.ALLEN AND WIFE, HATTIE ALLEN, 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 H.E.ALLEN AND WIFE, HATTIE ALLEN,

do hereby transfer and convey unto GEORGE S.DAVIS, Trustee, his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title, and interest thereto belonging, for the purposes aforesaid only.