INSTALLMENT DEED

935

FOR AND IN CONSIDERATION of the sum of TWELVE HUNDRED- SEVENTY FIVE & NO/100 ($1275.00) DOLLARS
of which ELEVEN HUNDRED & NO/100 ($1100.00)
DOLLARS has been paid in cash by
CHARLES G. BROWN
, receipt of which is hereby acknowledged, and for the remainder
ONE HUNDRED- SEVENTY FIVE ($175.00)
DOLLARS
the said CHARLES G. BROWN AND WIFE, BESSIE LEE BROWN HAVE EXECUTED TWO PROMISSORY NOTES
IN THE SAID TOTAL AMOUNT OF $175.00, THE FIRST NOTE BEING IN THE AMOUNT OF $100.00 AND
PAYABLE ON OR BEFORE FEB. 1ST, 1936; AND THE SECOND NOTE BEING IN THE AMOUNT OF $75.00,
BEING PAYABLE ON OR BEFORE DEC. 1ST, 1936. SHOULD THE SAID SECOND NOTE NOT BE PAID
AT MATURITY, THEN INTEREST AT 6% RUNS FROM THE DATE OF MAKING SAME. IT BEING AGREED
AND UNDERSTOOD THAT SAID NOTES SHALL BE SECONDARY TO THE LIEN OF THE DEED OF TRUST
WHICH IS TO BE EXECUTED SIMULTANEOUSLY TO SECURE A DEBT OF $850.00 TO THE FIRST
FEDERAL SAVINGS & LOAN ASSOCIATION OF SPRINGFIELD,

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, G.FRED ALLEN AND WIFE, LORENE ALLEN

have this day bargained and sold, and do hereby transfer and convey, unto the said CHARLES G. BROWN AND WIFE,

BESSIE LEE BROWN

heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

AND IN DAVIDSON COUNTY, TENNESSEE, BEING LOT NO. 115 AND THE NORTHERLY PART OF LOT NO. 114 ON THE PLAN OF IRVINGTON, AS OF RECORD IN BOOK 843, PAGE 60, REGISTER'S OFFICE FOR SAID COUNTY. SAID LOT NO. 115 FRONTS 60 FEET ON THE NORTHERLY SIDE OF WEST CAHAL AVENUE AND RUNS BACK 163.2 FEET ON THE WESTERLY LINE AND 163.41 FEET ON THE EASTERLY LINE TO A DEAD LINE AND MEASURES 60 FEET THEREON.

SAID PART OF LOT NO. 114 IS MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING ON THE LINE BETWEEN LOTS NOS. 114 AND 115, 25 FEET NORTH OF THE NORTHERLY MARGIN OF WEST CAHAL AVENUE, SAID POINT BEING THE N.W. CORNER OF A PART OF SAID LOT NO. 114 CONVEYED TO MRS. MYRTLE YOUNG BY DEED FROM ROGERS CALDWELL AND COMPANY, OF RECORD IN BOOK 919, PAGE 55 SAID REGISTER'S OFFICE; THENCE WITH THE NORTHERLY LINE OF SAID PROPERTY, NORTHEASTWARDLY TO THE LINE BETWEEN LOTS NOS. 113 AND 114; THENCE WITH SAME, NORTHWARDLY 72 FEET TO THE COMMON CORNER OF LOTS NOS. 113, 114, 91 AND 92; THENCE WITH THE LINE BETWEEN LOTS 91 AND 114, WESTWARDLY 60 FEET TO THE COMMON CORNER OF LOTS 90, 91, 114 AND 115; THENCE WITH THE LINE BETWEEN LOTS NOS. 114 AND 115, SOUTHWARDLY 138.41 FEET TO THE BEGINNING.
BEING THE SAME PROPERTY CONVEYED TO G.F. ALLEN BY DEED FROM ROGERS CALDWELL AND COMPANY OF RECORD IN BOOK 936, PAGE200, SAID REGISTER'S OFFICE.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said CHARLES G. BROWN AND WIFE, BESSIE LEE BROWN, 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 A MORTGAGE IN FAVOR OF LIFE & CASUALTY INS. CO., IN THE AMOUNT OF $500.00

WE further covenant and bind OURSELVES, OUR heirs and representatives, to warrant and forever defend the title to said real estate to said CHARLES G. BROWN AND WIFE, BESSIE LEE BROWN, 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 CHARLES G. BROWN AND WIFE, BESSIE LEE BROWN

do hereby transfer and convey unto VERNON HINES, 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.