NUMBER 63629 RECORDED NOV. 15, 1935. CHARLES EGGSTIEN TO NICHOLAS YANEY ET UX.

INSTALLMENT DEED

975

FOR AND IN CONSIDERATION of the sum of FIVE HUNDRED & 00/100 DOLLARS
of which SEVENTY-FIVE & 00/100 DOLLARS has been paid in cash by
NICHOLAS YANEY AND WIFE, CLARA C.YANEY, THE , receipt of which is hereby acknowledged, and for the remainder
FOUR HUNDRED TWENTY-FIVE & 00/100 DOLLARS
the said NICHOLAS YANEY AND WIFE, CLARA C.YANEY,

HAVE EXECUTED AND DELIVERED THEIR FIVE (5) JOINT PROMISSORY NOTES BEARING EVEN DATE HEREWITH, THREE OF SAID NOTES ARE FOR $75.00 EACH AND FALL DUE ONE, TWO AND THREE YEARS AFTER DATE. THE OTHER TWO ARE IN THE SUM OF $100.00 EACH AND FALL DUE FOUR AND FIVE YEARS AFTER DATE RESPECTIVELY. INTEREST PAYABLE ANNUALLY ON EACH NOTE.

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

CHARLES EGGSTIEN, A WIDOWER,

have this day bargained and sold, and do hereby transfer and convey, unto the said NICHOLAS YANEY AND WIFE, CLARA C. YANEY, THEIR heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

SITUATED IN THE 14TH. CIVIL DISTRICT OF SAID COUNTY AND BEING PART OF THE CHAMBLISS LANDS CONVEYED TO W.S.WHITEMAN BY THE CLERK AND MASTER OF THE CHANCERY COURT OF DAVIDSON COUNTY, AND OF THAT PORTION DESIGNATED AS LOT NO.1.

BEGINNING AT A STONE WITH TWO WALNUT POINTERS THE SOUTHWEST CORNER OF THE THOMAS TRACT; THENCE S. 2 W. 10.73 POLES TO A GUM STUMP; THENCE S. 3½ E. 12.5 POLES, S. 33¼ E. 19.39 POLES, S. 12¼ E. 15.63 POLES, S, 25 E. 15.15 POLES, S. 39½ E. 24.24 POLES, S. 82½ E. 18 POLES, S. 78 E. 30.94 POLES TO A STAKE WITH IRONWOOD POINTERS ON THE SOUTH BANK OF LONG CREEK; THENCE N. 4½ E. 93 POLES TO A STONE IN THE SOUTH MARGIN OF A ROAD; THENCE N. 85 E. 20.36 POLES TO A STONE; THENCE N. 4½ E. 16.5 POLES TO A STONE, THOMAS' SOUTHEAST CORNER; THENCE WITH THOMAS' SOUTH BOUNDARY S. 82¼ W. 99.44 POLES TO THE BEGINNING CONTAINING 38.16 ACRES.

BEING THE SAME PROPERTY CONVEYED TO CHARLES EGGSTIEN BY DEED OF W.W. CHAMBLISS OF RECORD IN BOOK 919, PAGE 168, R.O.D.C.TENNESSEE.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said NICHOLAS YANEY AND WIFE, CLARA C.YANEY, -- heirs and assigns, forever, I covenant that I AM lawfully seized and possessed of said real estate in fee simple, have good right to convey it, and that the same is unencumbered.

I further covenant and bind MYSELF, MY heirs and representatives, to warrant and forever defend the title to said real estate to said NICHOLAS YANEY AND WIFE, CLARA C. YANEY, -- 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 NICHOLAS YANEY AND WIFE, CLARA C.YANEY,

do hereby transfer and convey unto ELVIN WOODROOF, , 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.