NUMBER 72370 RECORDED JUNE 10,1936 MRS. MABEL PHILLIPS RUSSELL ET AL TO MRS. LILLIAN N.PHILLIPS

24006 MARSHALL & BRUCE CO. NASHVILLE

INSTALLMENT DEED

1006

FOR AND IN CONSIDERATION of the sum of THIRTY-FIVE HUNDRED AND NO/100 ($3500.00) DOLLARS

of which AMOUNT THE SUM OF SEVEN HUNDRED AND FIFTY ($750.00) DOLLARS has been paid in cash by MRS. LILLIAN N. PHILLIPS, the receipt of which is hereby acknowledged, and for the remainder THE SAID MRS. LILLIAN N. PHILLIPS ASSUMES AND OBLIGATES HERSELF TO PAY TWO FIRST XXXXXX the said MORTGAGE NOTES, BOTH DATED MARCH 19TH,1935 ONE FOR $2000.00 MATURING MARCH 19TH 1938 AND ONE FOR $125.00 MATURING MARCH 19TH 1937 EXECUTED AND INDORSED BY MRS. MABEL PHILLIPS RUSSELL AND HUSBAND E.D. RUSSELL AND SECURED BY DEED OF TRUST TO RUFUS GANN, TRUSTEE, OF RECORD IN BOOK 959, PAGE 276, OF THE REGISTER'S OFFICE FOR DAVIDSON COUNTY,TENNESSEE THE SAID MRS. LILLIAN N. PHILLIPS ALSO ASSUMES THE NOTES FOR THE INTEREST ON SAID TWO FIRST MORTGAGE NOTES FROM THE DATE OF THIS DEED AND FOR THE REMAINDER, THE SAID MRS. LILLIAN N.PHILLIPS HAS EXECUTED HER TWENTY-ONE PROMISSORY NOTES, OF EVEN DATE HEREWITH, PAYABLE TO THE ORDER OF MRS. MABEL PHILLIPS RUSSELL , ON OR BEFORE, ONE EACH MONTH, RESPECTIVELY, CONSECUTIVELY, BEGINNING JUNE 20TH, 1936, THE FIRST ONE OF SAID NOTES IS sec X FOR AN AMOUNT 15 CENTS LESS THAN THE PRECEDING NOTE EXCEPT THE LAST NOTE, WHICH IS FOR $25.13. THE PRINCIPAL OF EACH NOTE IS $30.00 ,EXCEPT THE LAST NOTE, WHICH IS $25.00 AND THE REMAINDER IS INTEREST AT 6% ON THE OUTSTANDING AMOUNT. THEREFORE, SAID NOTES BEAR NO INTEREST EXCEPT FROM MATURITY, BUT

X for the sum of $33.13 and each succeeding note respectively thereafter is

MATURITY

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. MABEL PHILLIPS RUSSELL AND HUSBAND E.D. RUSSELL

have this day bargained and sold, and do hereby transfer and convey, unto the said MRS. LILLIAN N.PHILLIPS, HER heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

BEING THE EASTERLY SEVEN FIVE (75) FEET FRONT OF LOT NUMBER FIFTY-TWO (52) ON THE PLAN OF THE BRANSFORD REALTY COMPANY'S WEST END HEIGHTS SUBDIVISION AS OF RECORD IN BOOK 332 PAGES 124 AND 125 OF THE REGISTER'S OFFICE FOR SAID COUNTY,DESCRIBED AS FOLLOWS : BEGINNING AT THE SOUTHWEST CORNER OF FAIRFAX AND MARLBOROUGH AVENUE, BEING THE NORTHEAST CORNER OF SAID LOT NO.52;THENCE WITH THE SOUTHERLY MARGIN OF FAIRFAX AVENUE WESTWARDLY SEVENTY-FIVE (75) FEET TO A POINT FIFTY (50) FEET EASTERLY FROM THE CORNER OF LOTS NOS. 51 AND 52 ON SAID PLAN;THENCE SOUTHWARDLY, PARALLEL WITH THE LINE BETWEEN SAID TWO LOTS, TO A POINT ON THE MARGIN OF MARLBOROUGH AVENUE;THENCE NORTHEASTWARDLY WITH THE MARGIN OF SAID AVENUE TO THE BEGINNING.
BEING THE SAME PROPERTY VESTED IN MRS MABEE PHILLIPS RUSSELL BY DECREE OF THE CHANCERY COURT FOR SAID COUNTY ENTERED MARCH 20TH, 1935 IN MINUTE BOOK 30, PAGE 500 A CERTIFIED COPY OF WHICH WAS RECORDED IN BOOK 962, PAGE 606 ,SAID REGISTER'S OFFICE.
TAXES FOR THE YEAR 1936 TO BE PRORATED, CONVEYORS PAYING 5/12THS AND CONVEYEES 7/12THS.

I do hereby certify that I am the true and lawful holder of the claim secured by the instrument with which this certificate is filed, and hereby acknowledge satisfaction thereof and discharge of the lien to secure the same. This 5 day of June, 1936.
Register's Deputy

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said MRS. LILLIAN N.PHILLIPS, HER 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.

WE further covenant and bind OURSELVES, OUR heirs and representatives, to warrant and forever defend the title to said real estate to said MRS. LILLIAN N. PHILLIPS, HER 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 MRS. LILLIAN N. PHILLIPS AND HUSBAND Y.Y.PHILLIPS do hereby transfer and convey unto RUFUS GANN , 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.