24008 MARSHALL & BRUCE CO. NASHVILLE

INSTALLMENT DEED

1006

FOR AND IN CONSIDERATION of the sum of ELEVEN HUNDRED AND NO/100 ($1100.00) DOLLARS

of which THE SUM OF ONE HUNDRED AND NO/100 ($100.00) DOLLARS has been paid in cash by EUGENE GARLAND AND WIFE JERDIE LEE GARLAND, the receipt of which is hereby acknowledged, and for the remainder ONE THOUSAND AND NO/100 ($1000.00) DOLLARS

the said EUGENE GARLAND AND WIFE JERDIE LEE GARLAND

HAVE EXECUTED THEIR EIGHTY (80) JOINT, MONTHLY PROMISSORY NOTES, OF EVEN DATE HEREWITH,

FOR $12.50 EACH, PAYABLE TO THE ORDER OF N. O. CARUGHI AND WIFE MAUDE CARUGHI, BEARING

6% INTEREST FROM DATE, BUT THE INTEREST HAS BEEN CALCULATED AND ADDED IN THE FACE OF

EACH NOTE, THE FIRST NOTE BEING FOR $17.50, MATURES JULY 30TH, 1936 AND ONE NOTE EACH

MONTH THEREAFTER FOR EIGHTY CONSECUTIVE MONTHS, EACH SUCCEEDING NOTE DECREASING 6¼

CENTS, THE LAST NOTE BEING $12.57,

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 N. O. CARUGHI AND WIFE MAUDE CARUGHI

have this day bargained and sold, and do hereby transfer and convey, unto the said EUGENE GARLAND AND WIFE JERDIE LEE GARLAND, THEIR heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

BEING LOTS NOS. ONE THOUSAND AND NINE (1009) AND ONE THOUSAND AND ELEVEN (1011) OF BLOCK 165, PLAN NO. 1, WEST NASHVILLE, WHICH IS OF RECORD IN BOOK 57, PAGES 74 AND 75, REGISTER'S OFFICE FOR SAID COUNTY.

SAID LOTS JOIN AND FRONT EACH TWENTY-FIVE (25) FEET ON THE NORTH SIDE OF ILLINOIS AVENUE, AND EXTEND BACK NORTHWARDLY BETWEEN PARRALLEL LINES ONE HUNDRED AND FIFTY (150) FEET TO AN ALLEY.

BEING THE SAME PROPERTY CONVEYED TO N. O. CARUGHI AND WIFE, MAUDE CARUGHI BY ANDREW JACKSON MANGRUM AND WIFE CLEO MANGRUM, BY DEED DATED SEPTEMBER 22ND, 1933 AND RECORDED IN BOOK 932, PAGE 48, R.O.D.C., TENN.

TAXES FOR THE YEAR 1936 TO BE PRORATED, CONVEYORS PAYING ONE-HALF AND CONVEYEES ONE-HALF.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said EUGENE GARLAND AND WIFE JERDIE LEE GARLAND, 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 EUGENE GARLAND AND WIFE JERDIE LEE GARLAND, 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 EUGENE GARLAND AND WIFE JERDIE LEE GARLAND, 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.

I declare that I am the true and lawful holder of the claim secured by the instrument filed for record and hereby acknowledge the satisfaction thereof and discharge the lien. Witness my signature in full. This 29 day of June 1936

Attest: [illegible] DEPUTY REGISTER