24003 MARSHALL & BRUCE CO. NASHVILLE

INSTALLMENT DEED

1006

FOR AND IN CONSIDERATION of the sum of SIX HUNDRED AND SIXTY-FIVE AND NO/100 ($665.00) DOLLARS of which AMOUNT THE SUM OF ONE HUNDRED AND NO/100 ($100.00) DOLLARS has been paid in cash by CURRY DERRICKSON AND WIFE, HATTIE MAI DERRICKSON,, the receipt of which is hereby acknowledged, and for the remainder the said FIVE HUNDRED AND SIXTY FIVE AND NO/100 ($565.00) DOLLARS CURRY DERRICKSON AND HATTIE MAI DERRICKSON,

HAVE EXECUTED THEIR SEVENTY-ONE (71) JOINT PROMISSORY NOTES, PAYABLE TO THE ORDER OF COCKRILL-FINEGAN REALTY COMPANY, ON OR BEFORE, ONE EACH MONTH RESPECTIVELY, CONSECUTIVELY, BEGINNING AUGUST 1ST, 1936. THE FIRST ONE OF SAID NOTES IS FOR THE SUM OF $10.83 AND EACH SUCCEEDING NOTE RESPECTIVELY THEREAFTER IS FOR AN AMOUNT 4 CENTS LESS THAN THE PRECEDING NOTE, EXCEPT THE LAST NOTE, WHICH IS FOR $5.03. THE PRINCIPAL OF EACH NOTE IS $8.00, EXCEPT THE LAST NOTE, WHICH IS $5.00 AND THE REMAINDER OF EACH NOTE IS INTEREST AT 6% UPON THE OUTSTANDING AMOUNT.

THEREFORE, SAID NOTES BEAR NO INTEREST EXCEPT FROM 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

THE COCKRILL-FINEGAN REALTY COMPANY, A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF TENNESSEE, HAS

~~have~~ this day bargained and sold, and do hereby transfer and convey, unto the said CURRY DERRICKSON AND WIFE, HATTIE MAI DERRICKSON, THEIR heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

BEING LOT NO.TWO HUNDRED AND ELEVEN (211) OF BLOCK 12, IN THE SUBDIVISION OF THE HEFFERNAN PLACE, AS OF RECORD IN BOOK 161, PAGE 138, REGISTERS OFFICE FOR SAID COUNTY.

SAID LOT NO.211 FRONTS FIFTY (50) FEET ON THE NORTHERLY SIDE OF EDEN STREET AND EXTENDS BACK NORTHERLY, BETWEEN PARALLEL LINES, ONE HUNDRED AND FORTY (140) FEET TO AN ALLEY IN THE REAR.

BEING THE SAME PROPERTY CONVEYED TO COCKRILL-FINEGAN REALTY COMPANY BY FRANK CALDWELL AND WIFE, LOTTIE M.CALDWELL BY DEED DATED APRIL 11TH, 1933, AND RECORDED IN BOOK 910, PAGE 498, R.O.D.C.,TENNESSEE.

TAXES FOR THE YEAR 1936 ON THE PROPERTY HEREIN CONVEYED ARE TO BE PRORATED, CONVEYORS PAYING ONE-HALF AND CONVEYEES ONE-HALF.

I declare that I am the true and lawful holder of the claim secured by the instrument within recorded, and hereby acknowledge the satisfaction thereof and discharge of the lien thereof. Witness my hand this 11 day of June 1942

Attest: .....

COMMERCE UNION BANK

By .....

Asst. Cashier

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said CURRY DERRICKSON AND WIFE, HATTIE MAI DERRICKSON, THEIR heirs and assigns, forever, THE COCKRILL-FINEGAN REALTY COMPANY DOES covenant that IT IS lawfully seized and possessed of said real estate in fee simple, have good right to convey it, and that the same is unencumbered.

IT DOES further covenant and bind ITSELF, ITS SUCCESSORS ~~heirs~~ and representatives, to warrant and forever defend the title to said real estate to said CURRY DERRICKSON AND WIFE, HATTIE MAI DERRICKSON, 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 CURRY DERRICKSON AND WIFE, HATTIE MAI DERRICKSON, 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.