24008 MARSHALL & BRUCE CO. NASHVILLE

# INSTALLMENT DEED

1006

FOR AND IN CONSIDERATION of the sum of TWEDVE HUNDRED AND NO/100 ($1200.00) DOLLARS

of which TWO HUNDRED AND SEVENTY AND NO/100 ($270.00) DOLLARS has been paid in cash by CHARLES REYNOLDS AND HIRDIE REYNOLDS, the receipt of which is hereby acknowledged, and for the remainder

the said NINE HUNDRED AND THIRTY AND NO/100 ($930.00) DOLLARS CHARLES REYNOLDS AND HIRDIE REYNOLDS

HAVE EXECUTED THEIR JOINT MONTHLY PROMISSORY NOTES, OF EVEN DATE HEREWITH, PAYABLE TO THE ORDER OF W. T. GAITHER. THE PRINCIPAL OF EACH NOTE IS TEN DOLLARS ($10.00) BUT THE INTEREST HAS BEEN CALCULATED AND ADDED TO THE FACE OF EACH NOTE, MAKING THE FIRST NOTE $14.65 AND EACH SUCCEEDING NOTE DECREASES 5 CENTS, THE LAST NOTE BEING $10.05. THESE NOTES MATURE CONSECUTIVELY, BEGINNING FEBRUARY 2ND, 1936,

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 W. T. GAITHER AND WIFE ELIZABETH A. GAITHER have this day bargained and sold, and do hereby transfer and convey, unto the said CHARLES REYNOLDS AND HIRDIE REYNOLDS, THEIR heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

BEING LOT NO. TWENTY-FOUR (24) IN M. B. AND M. S. PILCHER'S RESUBDIVISION, A PLAN OF WHICH IS OF RECORD IN BOOK 57, PAGE 91, REGISTER'S OFFICE FOR SAID COUNTY.

SAID LOT NO. 24 FRONTS FIFTY (50) FEET ON THE SOUTH SIDE OF CLIFTON AVENUE AND EXTENDS BACK BETWEEN PARALLEL LINES, ONE HUNDRED AND NINETY (190) FEET TO AN ALLEY.

AND BEING THE SAME PROPERTY CONVEYED TO W. T. GAITHER BY JOHN ALFORD, UNMARRIED, BY DEED DATED JULY 27TH, 1931 AND OF RECORD IN BOOK 876, PAGE 228, R.O.D.C., TENN.

SAID PURCHASERS ASSUME AND AGREE TO PAY THE TAXES ON THE ABOVE DESCRIBED PROPERTY FOR THE YEAR 1936.

I declare that I am the true and lawful owner of the property described in the foregoing deed, and that the same is not encumbered, and that the value is as stated in the deed.

W. T. Gaither

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said CHARLES REYNOLDS AND HIRDIE REYNOLDS, - 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 CHARLES REYNOLDS AND HIRDIE REYNOLDS, 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 REYNOLDS AND HIRDIE REYNOLDS, BOTH OF LEGAL AGE AND UNMARRIED, 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.