# INSTALLMENT DEED

1012

FOR AND IN CONSIDERATION of the sum of SIX HUNDRED AND THIRTY ($630.00) DOLLARS

of which TWO HUNDRED ($200.00) DOLLARS has been paid in cash by MRS. GEORGIE JAKES, the receipt of which is hereby acknowledged, and for the remainder FOUR HUNDRED AND THIRTY ($430.00) DOLLARS the said GEORGIE JAKES

ASSUMES AND AGREES TO PAY AS AND WHEN DUE ONE HUNDRED AND FORTY-FIVE ($145.00) DOLLARS OF THE UNPAID NOTES OF BERTHA HARDEE AND HUSBAND, L. A. HARDEE, PAYABLE TO THE LIFE & CASUALTY INSURANCE COMPANY AS SET OUT IN THE DEED OF THE LIFE & CASUALTY INSURANCE COMPANY TO BERTHA HARDEE RECORDED IN BOOK 903, PAGE 134, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE; AND FOR THE BALANCE OF TWO HUNDRED AND EIGHTY-FIVE ($285.00) DOLLARS, THE SAID GEORGIE JAKES HAS EXECUTED HER NOTES OF EVEN DATE HEREWITH, PAYABLE AT INTERVALS ON THE FIRST DAY OF EACH MONTH, EXCLUDING THE MONTHS OF FEBRUARY AND AUGUST, THE FIRST TWENTY-TWO OF SAID NOTES BEING IN THE AMOUNT OF $12.50 EACH AND THE LAST NOTE BEING IN THE AMOUNT OF $10.00, THE FIRST NOTE BEING PAYABLE ON JANUARY 1, 1934 AND THE REMAINDER THE FIRST OF EACH MONTH THEREAFTER EXCEPTING FEBRUARY AND AUGUST AS ABOVE SET OUT.

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

BERTHA HARDEE, HAS this day bargained and sold, and do hereby transfer and convey, unto the said GEORGIE JAKES, TO HER SOLE AND SEPARATE USE, FREE FROM THE DEBTS OF HER PRESENT OR ANY FUTURE HUSBAND, heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

LOT NO. 12 IN BLOCK 17 OF THE DABBS AND ELLIOTT SUBDIVISION OF OLD HICKORY, TENNESSEE.

SAID LOT NO. 12 FRONTS 50 FEET ON 30TH STREET AND RUNS BACK BETWEEN PARALLEL LINES ALONG THE MARGIN OF PITTS AVENUE 144 FEET TO A 10 FOOT ALLEY, AS SHOWN BY SAID PLAN. BEING PART OF THE SAME PROPERTY CONVEYED TO THE LIFE & CASUALTY INSURANCE COMPANY OF TENNESSEE, BY DEED OF A. M. BURTON, TRUSTEE, AS OF RECORD IN BOOK 895, PAGE 572, OF THE REGISTER'S OFFICE OF DAVIDSON COUNTY, TENNESSEE.

AND BEING THE SAME PROPERTY CONVEYED TO BERTHA HARDEE BY DEED FROM THE LIFE & CASUALTY INSURANCE COMPANY OF TENNESSEE AS RECORDED IN BOOK 903, PAGE 134, 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 GEORGIE JAKES, HER 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., EXCEPT THE LIEN ABOVE REFERRED TO OF WHICH THE SAID GEORGIE JAKES ASSUMES. I further covenant and bind MYSELF, MY SUCCESSORS and representatives, to warrant and forever defend the title to said real estate to said GEORGIE JAKES, 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 ME in hand paid I, the said GEORGIE JAKES,

do hereby transfer and convey unto LEWIS C. PAYNE, 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.