DAVIDSON COUNTY WARRANTY

Book No: 1129

MARSHALL & BRUCE CO. NASHVILLE

NUMBER 20960

RECORDED JULY 7, 1939.

FIRST FEDERAL SAVINGS & LOAN ASSOCIATION OF NASHVILLE,

TO INSTALLMENT DEED

ERNEST F.CHILTON, ET UX.

FOR AND IN CONSIDERATION OF THE SUM OF NINETEEN HUNDRED FIFTY AND NO/100 DOLLARS, OF WHICH SUM A NOTE IN THE SUM OF $250.00 HAS BEEN EXECUTED BY THE SAID ERNEST F.CHILTON AND WIFE, ELIZABETH CHILTON AND ENDORSED BY MRS. MAC D.JONES. SAID NOTE IS PAYABLE TO THE FIRST FEDERAL SAVINGS & LOAN ASSOCIATION OF NASHVILLE AND BEARS INTEREST AT THE RATE OF SIX PERCENT PER ANNUM. SAID NOTE IS OF EVEN DATE HEREWITH AND IS DUE ON OR BEFORE SIX MONTHS AFTER DATE AND PROVIDES FOR THE PAYMENT OF ATTORNEY'S FEES IN CASE OF DEFAULT. A LIEN IS RETAINED HEREIN TO SECURE SAID NOTE IN THE SAME MANNER AS THE BALANCE OF THE PURCHASE MONEY. AND FOR THE REMAINDER BEING SEVENTEEN HUNDRED AND NO/100 DOLLARS, THE SAID ERNEST F.CHILTON AND WIFE, ELIZABETH CHILTON HAVE EXECUTED THEIR NOTE FOR SAID SUM OF $1700.00, THE SAME BEARING INTEREST AT THE RATE OF SIX PER CENT PER ANNUM, PAYABLE PRINCIPAL AND INTEREST IN MONTHLY INSTALLMENTS OF SEVENTEEN DOLLARS AND NO CENTS, THE FIRST INSTALLMENT TO BE DUE ON JULY 1, 1939, AND ANOTHER LIKE SUM ON THE SAME DAY OF EACH SUCCEEDING MONTH UNTIL THE MATURITY OF THE ENTIRE DEBT, PRINCIPAL AND INTEREST; PAYMENTS TO BE APPLIED FIRST TO INTEREST ON THE UNPAID BALANCE AND THE REMAINDER TO PRINCIPAL. INTEREST ON THE NOTE SHALL BE FIGURED FROM DATE, AND EXTRA PAYMENTS MAY BE MADE AT ANY TIME AND INTEREST WILL BE CHARGED ONLY ON THE UNPAID BALANCE.

SAID NOTES ALSO PROVIDES THAT TIME IS OF THE ESSENCE OF THE CONTRACT AND THAT IN THE EVENT OF DEFAULT IN THE PAYMENT OF ANY INSTALLMENT FOR A PERIOD OF THIRTY DAYS, THE HOLDER OF SAID NOTES MAY AT ITS OPTION DECLARE THE ENTIRE REMAINDER OF THE DEBT, PRINCIPAL AND INTEREST, IMMEDIATELY DUE AND COLLECTIBLE AND PROCEED AT ONCE TO FORECLOSE, AND THE FAILURE TO EXERCISE THE OPTION SHALL NOT CONSTITUTE A WAIVER OF THE RIGHT TO EXERCISE THE OPTION AT ANY OTHER TIME; AND PROVIDES FOR THE PAYMENT OF ATTORNEY'S FEES, IF THE SAME IS PLACED IN THE HANDS OF AN ATTORNEY, AND FOR THE PAYMENT OF ALL COSTS OF COLLECTION.

IN ADDITION TO THE AGREEMENT CONTAINED IN SAID NOTES THE GRANTEE HEREUNDER ALSO AGREES TO PAY TO THE HOLDER OF SAID NOTES EACH MONTH ONE-TWELFTH OF THE ESTIMATED ANNUAL AGGREGATE OF STATE, COUNTY AND CITY TAXES AND PREMIUMS FOR FIRE AND WINDSTORM INSURANCE, WHICH SAID GRANTEES ARE REQUIRED TO PAY AS HEREIN PROVIDED, AND FROM THE SUMS SO PAID THE HOLDER OF SAID NOTES SHALL PAY TAXES AND INSURANCE AS THEY MATURE; AND THE RIGHT OF THE HOLDER OF SAID NOTES TO DECLARE A DEFAULT AND FORECLOSURE SHALL EQUALLY APPLY TO DEFAULTS IN THE PAYMENT OF TAXES AND INSURANCE PREMIUMS.

TO SECURE THE PAYMENT OF SAID NOTES, PRINCIPAL AND INTEREST, ATTORNEY FEES, TAXES AND INSURANCE PREMIUMS, A LIEN IS EXPRESSLY RETAINED ON THE LAND HEREIN CONVEYED.

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 to secure the same in full. This 27 day of April 1950.

FIRST FEDERAL SAVINGS & LOAN ASSOCIATION OF NASHVILLE

Attest: E. McSpadden DEPUTY REGISTER

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 to secure the same in full. This 27 day of April 1950.

First Fed Sav & Loan Assn of Nash

Attest: E. McSpadden DEPUTY REGISTER