INSTALLMENT DEED

Book No. 1307

FOR AND IN CONSIDERATION of the sum of FIVE THOUSAND AND NO/100 ($5000.00) DOLLARS

of which TWO HUNDRED THIRTY-SEVEN AND 21/100 ($237.21) DOLLARS has been paid in cash by JOSEPHINE KEELE WILSON, the receipt of which is hereby acknowledged, and for the remainder FOUR THOUSAND SEVEN HUNDRED SIXTY-TWO AND 79/100 ($4762.79) DOLLARS

the said JOSEPHINE KEELE WILSON HAS ASSUMED AND AGREES TO PAY ONE THOUSAND TWO HUNDRED SIXTY-TWO AND 79/100 DOLLARS ($1262.79), BEING THE BALANCE OF A LOAN NOW ON THE PREMISES TO HOME OWNERS LOAN CORPORATION, PAYABLE IN MONTHLY PAYMENTS OF $24.31 INCLUDING PRINCIPAL AND INTEREST, THE NEXT PAYMENT BEING DUE OCTOBER 12, 1944, AND THE OTHERS, ONE ON THE 12TH DAY OF EACH AND EVERY MONTH UNTIL SAID LOAN IS FULLY PAID, AND FOR THE REMAINDER, NAMELY THREE THOUSAND FIVE HUNDRED AND NO/100 DOLLARS, ($3500.00) THE SAID JOSEPHINE KEELE WILSON HAS EXECUTED AND DELIVERED TO THE OWNER, ROBERT MAXWELL HERIGES, JR., HER LIEN PROMISSORY NOTE IN THE SUM OF $3500.00 PRINCIPAL AMOUNT PAYABLE IN MONTHLY INSTALLMENTS OF $40 PER MONTH INCLUDING PRINCIPAL AND INTEREST; SAID PAYMENTS TO BE APPLIED FIRST TO THE PAYMENT OF INTEREST AT 6 PER CENT PER ANNUM ON SO MUCH OF SAID PRINCIPAL AMOUNT OF $3500 AS REMAINS UNPAID FROM MONTH TO MONTH WITH THE REMAINDER APPLICABLE TO THE PRINCIPAL; THE FIRST ONE OF SAID PAYMENTS FALLS DUE ON OR BEFORE JULY 1, 1949, AND THE OTHERS, ONE ON OR BEFORE THE FIRST DAY OF EACH AND EVERY SUCCEEDING MONTH RESPECTIVELY THEREAFTER UNTIL PRINCIPAL AND INTEREST ARE FULLY PAID; AND INTEREST AT THE RATE OF 6 PER CENT PER ANNUM ON THE SAID $3500 PRINCIPAL AMOUNT TO BE PAID MONTHLY IN THE AMOUNT OF $17.50 PER MONTH, THE FIRST ONE OF SAID INTEREST PAYMENTS FALLS DUE OCTOBER 1, 1944, AND THE OTHERS, ONE ON THE FIRST DAY OF EACH AND EVERY SUCCEEDING MONTH RESPECTIVELY THEREAFTER UNTIL THE FIRST INSTALLMENT OF $40 INCLUDING PRINCIPAL AND INTEREST OF SAID NOTE FALLS DUE ON JULY 1, 1949.
SAID NOTE PROVIDING FOR PAYMENT OF ATTORNEY'S FEES, AND TO SECURE THE PAYMENT OF SAID NOTE, PRINCIPAL AND INTEREST, AND ATTORNEY FEES, A LIEN IS EXPRESSLY RETAINED ON THE LAND HEREIN CONVEYED, WE, ROBERT MAXWELL HEREIGES, JR AND WIFE, MARGARET G. HERIGES, HAVE THIS DAY BARGAINED AND SOLD, AND DO HEREBY TRANSFER AND CONVEY UNTO THE SAID JOSEPHINE KEELE WILSON, TO HER SOLE AND SEPARATE USE AND

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

have this day bargained and sold, and do hereby transfer and convey, unto the said heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

ESTATE, FREE FROM THE DEBTS, CONTRACTS, OR LIABILITIES OF HER PRESENT OR ANY FUTURE HUSBAND, AND WITH FULL POWER TO BIND, SELL, CONVEY, MORTGAGE, CONTRACT IN REGARD THERETO OR OTHERWISE DISPOSE OF, THE SAME AS IF SHE WERE A FEME SOLE, HER HEIRS AND ASSIGNS, CERTAIN REAL ESTATE IN DAVIDSON COUNTY, TENNESSEE, DESCRIBED TO WIT:
BEING THE EASTERLY 50 FEET TO THE EASTERLY 100 FEET OF THE NORTHERLY 192 FEET OF LOT NO.2 ON THE PLAN OF BELAIR, AS OF RECORD IN BOOK 332, PAGE 6, REGISTER'S OFFICE, DAVIDSON COUNTY, TENNESSEE.
SAID PART OF LOT NO.22 FRONTS 50 FEET ON THE SOUTHERLY SIDE OF WESTWOOD AVENUE AND RUNS BACK BETWEEN PARALLEL LINES 192 FEET TO A DEAD LINE.
BEING THE SAME PROPERTY CONVEYED TO MATTIE MAXWELL HERIGES, ELEANOR HERIGES DENHARDT AND ROBERT MAXWELL HERIGES, JR BY DEED FROM MATTIE STEWART HERIGES, OF RECORD IN BOOK ~~1195~~ PAGE 468, R.O.D.C., TENNESSEE, AND SAID MATTIE MAXWELL HERIGES AND ELEANOR HEREIGES DENHARDT HAVING CONVEYED THEIR INTEREST IN SAID LAND TO THE SAID ROBERT MAXWELL HERIGES, JR BY DEED OF RECORD IN BOOK 1132, PAGE 281, SAID REGISTER'S OFFICE.
ALSO THE WESTERLY 50 FEET OF THE EASTERLY 100 FEET OF THE NORTHERLY 192 FEET OF LOT NO.22 ON THE PLAN OF BELAIR, AS OF RECORD IN BOOK 332, PAGE 6, REGISTER'S OFFICE FOR SAID COUNTY.
~~SAID PART OF LOT NO.22 FRONTS 50 FEET ON THE SOUTHERLY SIDE OF WESTWOOD AVENUE~~
AND RUNS BACK BETWEEN PARALLEL LINES 192 FEET TO A DEAD LINE.
BEING PART OF THE SAME PROPERTY CONVEYED TO R.M. HERIGES, JR BY DEED FROM W.L. HILL AND WIFE, OF RECORD IN BOOK 567 PAGE 512, SAID REGISTER'S OFFICE. (SAID ROBERT MAXWELL HERIGES, JR AND SAID R.M. HERIGES, JR BEING ONE AND THE SAME PERSON.)

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said JOSEPHINE KEELE WILSON, HER 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, EXCEPT AS ABOVE STATED AND BY 1944 TAXES, WHICH THE PURCHASER ASSUMES AND AGREES TO PAY. WE further covenant and bind OURSELVES, OUR heirs and representatives, to warrant and forever defend the title to said real estate to said JOSEPHINE KEELE WILSON, 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 INTEREST THEREON and rendering unnecessary court proceedings for the enforcement of said lien in the event of the nonpayment of said notes ~~INSTALLMENTS OF SAID NOTE AND INTEREST PAYMENTS THEREON~~ as they mature, as hereinafter provided, and for the consideration of One Dollar to ME in hand paid I, the said JOSEPHINE KEELE WILSON

do hereby transfer and convey unto L.A. NEWMAN, 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.