NUMBER 20372 RECORDED FEBRUARY 7, 1945 133

W. H. PILKERTON, ET UX -TO- CHARLIE BROOKS, ET UX

INSTALLMENT DEED

Book No. 1314

FOR AND IN CONSIDERATION of the sum of $1,250.00 TWELVE HUNDRED & FIFTY DOLLARS of which FIFTY AND NO/100 DOLLARS has been paid in cash by CHARLIE BROOKS AND WIFE, MARTHA BROOKS, the receipt of which is hereby acknowledged, and for the remainder TWELVE HUNDRED AND NO/100 DOLLARS the said CHARLIE BROOKS AND WIFE, MARTHA BROOKS HAVE GIVEN FORTY EIGHT (48) MONTHLY NOTES OF $25.00 EACH, THE FIRST NOTE BEING DUE OCTOBER 1ST, 1943 AND ONE NOTE DUE THE FIRST DAY OF EACH MONTH THEREAFTER UNTIL ALL FORTY EIGHT NOTES BECOME DUE.

IT IS UNDERSTOOD AND AGREED THAT THE SAID FORTY EIGHT NOTES SET OUT ABOVE INCLUDE PRINCIPAL AND INTEREST. IN THE EVENT ANY NOTES IS NOT PAID ON THE DATE DUE IT WILL DRAW INTEREST IN THE AMOUNT OF SIX PERCENT FROM DUE DATE.

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 29 day of June 1950.

Attest: E. B. Nelson II DEPUTY REGISTER

Geo B Garner

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 W. H. PILKERTON AND WIFE DAISY B. PILKERTON

have this day bargained and sold, and do hereby transfer and convey, unto the said CHARLIE BROOKS AND WIFE, MARTHA BROOKS, THEIR heirs and assigns, certain real estate in Davidson County, Tennessee, as follows: BEING THE SOUTHERLY PART OF LOT #25, AND THE SOUTHWESTERLY PART OF LOT #24, IN THE MCGAVOCK'S HEIRS SUBDIVISION OF LOTS IN D. T. MCGAVOCK'S ADDITION TO NASHVILLE, A PLAN OF WHICH IS OF RECORD ON PAGE 33, OF PLAN BOOK #1, OF THE CHANCERY COURT OF NASHVILLE, TENNESSEE, BEGINNING AT THE NORTHWEST CORNER OF EIGHTH AVENUE, FORMERLY SPRUCE STREET, AND MADISON STREET, RUNNING THENCE WESTERLY WITH THE NORTHERLY MARGIN OF MADISON STREET 113 FEET TO AN ALLEY; THENCE WITH THE EASTERLY MARGIN OF SAID ALLEY NORTHERLY 18 FEET TO A POINT 4 FEET NORTHERLY OF THE DIVIDING LINE BETWEEN SAID LOTS NOS. 24 AND 25, THENCE EASTERLY 113 FEET, MORE OR LESS, TO THE WESTERLY MARGIN OF 8TH AVENUE, NO. TO A POINT ONE FOOT SOUTH OF THE DIVIDING LINE BETWEEN SAID LOTS NO. 24 AND 25; THENCE WITH THE WESTERLY MARGIN OF 8TH AVENUE SOUTHERLY 39 FEET TO THE PLACE OF BEGINNING, AND BEING A PART OF THE SAME PROPERTY CONVEYED TO THE UNDERSIGNED W. H. PILKERTON AND WIFE, DAISY B. PILKERTON AS OF RECORD IN BOOK NO. 600, PAGE 604, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said ~~CHARLES~~ BROOKS AND WIFE, MARTHA BROOKS, THEIR heirs and assigns, forever Charlie WE covenant that WE 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 OUR heirs and representatives, to warrant and forever defend the title to said real estate to said CHARLIE BROOKS AND WIFE, MARTHA BROOKS, 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 CHARLIE BROOKS AND WIFE, MARTHA BROOKS do hereby transfer and convey unto CHARLIE W. MITCHELL, 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.