INSTALLMENT DEED

Book No. 1314

FOR AND IN CONSIDERATION of the sum of FOUR THOUSAND THREE HUNDRED ($4,300.00) DOLLARS of which ONE THOUSAND ($1,000.00) AND NO/100 DOLLARS has been paid in cash by JAMES ROY BROWNLEE AND WIFE, CATHERINE C. BROWNLEE, the receipt of which is hereby acknowledged, and for the remainder THREE THOUSAND THREE HUNDRED ($3,300.00) AND NO/100 DOLLARS the said JAMES ROY BROWNLEE AND WIFE, CATHERINE C. BROWNLEE HAVE EXECUTED THEIR JOINT PROMISSORY NOTE OF EVEN DATE HEREWITH FOR $3,300.00 PAYABLE IN MONTHLY INSTALLMENTS OF $38.25 EACH, SAID INSTALLMENTS INCLUDING PRINCIPAL AND INTEREST AT THE RATE OF 6% PER ANNUM; THE FIRST INSTALLMENT FALLING DUE MAY 17, 1944 AND THE OTHERS MONTHLY THEREAFTER, AND ARE PAYABLE TO THE ORDER OF PHILLIP C. SAINDON, SR.

MATURITY

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 PHILLIP C. SAINDON, SR.

have this day bargained and sold, and do hereby transfer and convey, unto the said JAMES ROY BROWNLEE AND WIFE, CATHERINE C. BROWNLEE, THEIR heirs and assigns, certain real estate in Davidson County, Tennessee, as follows: BEING LOT NO. 15 OF BLOCK "A" ON THE PLAN OF WOODBINE COURTS, AS OF RECORD ~~AS OF RECORD~~ IN GOOK 1130, PAGE 39, REGISTER'S OFFICE FOR SAID COUNTY, BESCRIBED AS FOLLOWS: BEGINNING ON THE WESTERLY MARGIN OF DOBBS AVENUE AT CORNER OF LOTS NOS. 15 AND 16; THENCE WITH THE LINE BETWEEN SAID TWO LOTS, WESTWARDLY 150 FEET TO THE EASTERLY LINE OF LOT NO. 14; THENCE WITH SAID LINE SOUTHWARDLY 100 FEET TO THE NORTHERLY MARGIN OF EAST MORTON AVENUE; THENCE WITH SAID AVENUE EASTWARDLY 99.3 FEET TO THE BEGINNING OF A CURVE; THENCE AROUND SAID CURVE IN A NORTHEASTERLY DIRECTION 78.7 FEET TO THE WESTERLY MARGIN OF DOBBS AVENUE; THENCE WITH SAID AVENUE NORTHWARDLY 49.8 FEET TO THE BEGINNING.
BEING THE SAME PROPERTY CONVEYED TO PHILLIP C. SAINDON, SR. BY DEED FROM WOODBINE COURTS, INC. OF RECORD IN BOOK 1217, PAGE 158, SAID REGISTER'S OFFICE.
THIS CONVEYANCE IS MADE SUBJECT TO THE RESTRICTIVE COVENANTS CONTAINED IN AN INSTRUMENT EXECUTED BY HOME MORTGAGE COMPANY OF RECORD IN BOOK 1163, PAGE 441, 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 JAMES ROY BROWNLEE AND WIFE CATHERINE C. BROWNLEE, THEIR 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 JAMES ROY BROWNLEE AND WIFE, CATHERINE C. BROWNLEE, 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 JAMES ROY BROWNLEE AND WIFE, CATHERINE C. BROWNLEE do hereby transfer and convey unto WILLIAM O. LEE, 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.