NUMBER 21044 — RECORDED FEBRUARY 21, 1945 — 202

HANRY B. BUCKNER, ET UX -TO- JAMES B. KINCAID, ET UX

INSTALLMENT DEED

Book No. 1314

FOR AND IN CONSIDERATION of the sum of ($2750.00) TWENTY SEVEN HUNDRED FIFTY & NO/100 DOLLARS of which SIX HUNDRED & NO/100 DOLLARS has been paid in cash by JAMES B. KINCAID AND WIFE, KATIE MAI TERRY KINCAID, receipt of which is hereby acknowledged, and for the remainder ($2150.00) TWENTY ONE HUNDRED FIFTY & NO/100 DOLLARS the said JAMES B. KINCAID AND WIFE, KATIE MAI TERRY KINCAID HAVE EXECUTED AND DELIVERED THEIR JOINT PROMISSORY NOTE IN THE SUM OF $2150.00 PAYABLE IN MONTHLY INSTALLMENTS OF $24.00 PER MONTH INCLUDING PRINCIPAL AND SIX PER CENT INTEREST. SAID NOTE IS OF EVEN DATE HEREWITH AND THE FIRST PAYMENT IS DUE THIRTY DAYS FROM DATE OF THIS DEED AND ANOTHER PAYMENT FOR THE SAME AMOUNT DUE ON THE SAME DAY OF EACH SUCCEEDING MONTH THEREAFTER UNTIL SAID NOTE WITH INTEREST HAS BEEN PAID IN FULL. SAID NOTE IS PAYABLE TO HENRY B. BUCKNER,JR., AND IS SIGNED BY JAMES B. KINCAID AND WIFE, KATIE MAI TERRY KINCAID, AS MAKERS, AND EXTRA PAYMENTS MAY BE MADE AT ANY TIME AND INTEREST WILL BE CHARGED ONLY ON THE UNPAID BALANCE.

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 WE, HENRY B. BUCKNER, JR., AND WIFE, MILDRED H. BUCKNER,

have this day bargained and sold, and do hereby transfer and convey, unto the said JAMES B. KINCAID AND WIFE, KATIE MAI- heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

BEING THE WEST HALF OF LOT NO. 8 AND THE EAST HALF OF LOT NO. 7 IN GEO. C. WATERS SECOND ADDITION TO NASHVILLE OF RECORD IN BOOK 161, PAGE 172, REGISTER'S OFFICE FOR SAID COUNTY. SAID PARTS OF SAID LOTS 7 AND 8 ADJOIN AND FRONT TOGETHER 100 FEET ON THE NORTHERLY SIDE OF WATERS AVENUE AND EXTEND BACK NORTHERLY BETWEEN PARALLEL LINES 160 FEET TO AN ALLEY IN THE REAR.

BEING THE SAME PROPERTY CONVEYED TO HANRY B. BUCKNER, JR. BY DEED FROM B. J. COBB AND WIFE OF RECORD IN BOOK 667, PAGE 38, SAID REGISTER'S OFFICE.

I declare that I am the true and lawful holder of the claim against the estate mentioned in the within instrument, which claim is just and unpaid, and hereby acknowledge the satisfaction thereof and discharge all of the liens created by the same in full. This ... day of ... 1945

E. Armistead

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said JAMES B. KINCAID AND WIFE, KATIE MAI TERRY KINCAID, 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.

EXCEPT THE TAXES FOR THE YEAR 1945 WHICH HAVE BEEN PRORATED AND ASSUMED BY THE GRANTEES HEREIN

WE further covenant and bind OURSELVES, OUR heirs and representatives, to warrant and forever defend the title to said real estate to said JAMES B. KINCAID AND WIFE, KATIE MAI TERRY KINCAID, 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 B. KINCAID AND WIFE, KATIE MAI TERRY KINCAID do hereby transfer and convey unto E. C. ARMISTEAD, 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.