NUMBER 22862

RECORDED MARCH 23, 1945

350

JOHN S. BRANSFORD AND
GLADYS T. ALTHAUSER

-TO- CLYDE THOMAS SPROUSE, ET UX

INSTALLMENT DEED

Book No. 1314

FOR AND IN CONSIDERATION of the sum of FOUR HUNDRED FIFTY AND NO/100 ($450.00) DOLLARS

of which FIFTY AND NO/100 ($50.00) DOLLARS has been paid in cash by

CLYDE THOMAS SPROUSE AND WIFE, BERTIE GARRETT SPROUSE, the receipt of which is hereby acknowledged, and for the remainder

FOUR HUNDRED AND NO/100 ($400.00) DOLLARS

the said CLYDE THOMAS SPROUSE AND WIFE BERTIE GARRETT SPROUSE HAVE EXECUTED AND DELIVERED THEIR 40 LIEN PROMISSORY NOTES OF EVEN DATE HEREWITH, PAYABLE TO THE ORDER OF JOHN S. BRANSFORD AND GLADYS T. ALTHAUSER,- THE FIRST OF SAID NOTES BEING FOR THE SUM OF $12.00 AND EACH SUCCEEDING NOTE RESPECTIVELY THEREAFTER BEING FOR AN AMOUNT FIVE CENTS LESS THAN THE PRECEDING NOTE, AND THE FIRST OF SAID NOTES FALLING DUE APRIL 15, 1945 AND THE OTHERS MONTHLY RESPECTIVELY THEREAFTER UNTIL ALL MATURE, AND NONE OF SAID NOTES BEARING INTEREST, EXCEPT AFTER MATURITY, THE INTEREST BEING COMPUTED AND ADDED INTO THE FACE OF EACH NOTE,-

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 18 day of July, 1949.

Attest: M M McKinney DEPUTY REGISTER

Geo Thudrus

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, JOHN S. BRANSFORD AND WIFE, HELEN L. BRANSFORD, AND GLADYS T. ALTHAUSER, A WIDOW

have this day bargained and sold, and do hereby transfer and convey, unto the said CLYDE THOMAS SPROUSE AND WIFE, BERTIE GARRETT SPROUSE,

THEIR heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

BEING PART OF LOT NO. 99 ON THE MAP OF CAPITOL VIEW SUBDIVISION, A PLAN OF WHICH IS RECORDED IN BOOK 974, PAGES 52 AND 53, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE. SAID PART OF SAID LOT FRONTS 75 FEET ON THE NORTH SIDE OF CAPITOL VIEW AVENUE AND EXTENDS BACK NORTHERLY BETWEEN LINES 261.6 FEET, MORE OR LESS, ON THE EASTERLY MARGIN, AND 238 FEET, MORE OR LESS, ON THE WESTERLY MARGIN, TO A LINE MEASURING 65 FEET, MORE OR LESS ON SAID REAR LINE,- BEING PART OF THE PROPERTY CONVEYED TO JOHN S. BRANSFORD AND GLADYS T. ALTHAUSER BY DEED FROM R. I. MCCLEAREN, OF RECORD IN BOOK 962, PAGE 604, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE.

SAID PART OF SAID LOT IS CONVEYED TO THE SAID CLYDE THOMAS SPROUSE AND WIFE, BERTIE GARRETT SPROUSE, SUBJECT TO RESTRICTIVE COVENANTS CONTAINED IN INSTRUMENT RECORDED IN BOOK 1108, PAGE 491, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE.

IT IS UNDERSTOOD AND AGREED THAT SAID PURCHASERS ARE TO HAVE THE PRIVILEGE OF MAKING ONE TAP ONTO THE WATER MAIN IN CAPITOL VIEW AVENUE IN FRONT OF THE ABOVE LOT, WITHOUT CHARGE FOR THE PRIVILEGE OF MAKING SAID TAP, THE SAME TO BE USED FOR THE BENEFIT OF SAID PART OF LOT NO. 99, BUT SHALL NOT EXTEND TO OTHER PROPERTY.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said CLYDE THOMAS SPROUSE AND WIFE, BERTIE GARRETT SPROUSE, 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 BY TAXES FOR THE YEAR 1945, 3/4 OF WHICH THE PURCHASERS ASSUME AND AGREE 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 ~~CLYDE THOMAS SPROUSE AND WIFE, BERTIE GARRETT SPROUSE, 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 CLYDE THOMAS SPROUSE AND WIFE BERTIE GARRETT SPROUSE, Trustee, his successors and assigns, the do hereby transfer and convey unto D. E. JACKSON real estate herein before described, with the appurtenances, estate, title, and interest thereto belonging, for the purposes aforesaid only.