NUMBER 67501
J. M. WARREN, ET ALS

INSTALLMENT DEED

RECORDED AUGUST 10, 1940
-TO-ERNEST STEPHENS, ET UX

Book No. 1414

FOR AND IN CONSIDERATION of the sum of $750.00 SEVEN HUNDRED AND FIFTY AND NO/100 DOLLARS

of which ONE HUNDRED AND NO/100 DOLLARS has been paid in cash by

ERNEST STEPHENS AND WIFE BERNICE S. STEPHENS, the receipt of which is hereby acknowledged, and for the remainder

OF SIX HUNDRED AND FIFTY AND NO/100 DOLLARS

the said ERNEST STEPHENS AND WIFE BERNICE S. STEPHENS HAVE EXECUTED THEIR ONE PRINCIPAL PROMISSORY LIEN NOTE IN THE SUM OF $650.00 DATED JULY 26TH 1940, PAYABLE TO ORDER OF J. M. WARREN AND J. P. GARLAND---SAID NOTE PAYABLE AS FOLLOWS: THERE BEING 65 MONTHLY PAYMENTS OR INSTALLMENTS OF TEN DOLLARS EACH FOR THE PRINCIPAL PLUS INTEREST ON THE ENTIRE UNPAID BALANCE TO BE PAID AT EACH MONTHLY PAYING DATE ON SAME DATE THAT PRINCIPAL AMOUNT IS PAID, MAKING THE FIRST MONTHLY PAYMENT OF PRINCIPAL AND INTEREST IN THE SUM OF $13.25 AND DECREASING FIVE CENTS EACH MONTH, IF PAYMENTS ARE MADE WHEN DUE, THE FIRST PAYMENT OR MONTHLY INSTALLMENT WILL BE DUE ON OR BEFORE AUGUST 26TH 1940, AND A PAYMENT OF TEN DOLLARS PLUS INTEREST WILL BE DUE EACH SUBSEQUENT MONTH THEREAFTER UNTIL PAID IN FULL--

I declare that I am the true and lawful holder of the claim secured by the instrument within recorded, and hereby acknowledge the payment and discharge of the lien to secure the same in full this 27 day of Dec. 1951

Attest: Jno. T. Wilson, Jr. DEPUTY REGISTER

J. M. Warren (SEAL)
J. P. Garland (SEAL)
Jno. T. Wilson, Jr. (SEAL)
Wilson II (SEAL)

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 fees, a lien is expressly retained on the land herein conveyed J. M. WARREN AND WIFE ELIZABETH WARREN AND J. P. GARLAND AND WIFE, SARAH GARLAND

have this day bargained and sold, and do hereby transfer and convey, unto the said ERNEST STEPHENS AND WIFE BERNICE S. STEPHENS,

their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows: LAND IN DAVIDSON COUNTY, TENNESSEE, BEING PART OF LOT NO. 52 ON THE PLAN OF A RE-SUBDIVISION OF CERTAIN LOTS IN CLIFTON SUBDIVISION AS OF RECORD IN BOOK 1130, PAGE 92, REGISTER'S OFFICE FOR SAID COUNTY, THE ORIGINAL PLAN OF CLIFTON SUBDIVISION BEING OF RECORD IN BOOK 151, PAGE 80, SAID REGISTER'S OFFICE, AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE SOUTH MARGIN OF ALSTON STREET, 54 FEET EAST OF THE EASTERLY MARGIN OF 44TH AVENUE NORTH; THENCE SOUTHERLY 91.4 FEET TO THE NORTHEASTERLY MARGIN OF THE RIGHT OF WAY OF THE N.C. & ST. L. RAILWAY, WHICH POINT IS 81.8 FEET SOUTH 30° EAST FROM THE INTERSECTION OF SAID RIGHT OF WAY AND THE EASTERLY MARGIN OF 44TH AVENUE NORTH; THENCE EASTERLY 43 FEET; THENCE NORTHERLY 91.4 FEET TO THE SOUTH MARGIN OF ALSTON STREET; THENCE WITH THE MARGIN OF THE SAME WESTERLY 43 FEET TO THE POINT OF BEGINNING.

BEING PART OF THE PROPERTY CONVEYED TO J. M. WARREN AND J. P. GARLAND BY DEED FROM H. J. MYERS AND WIFE, OF RECORD IN BOOK 1309, PAGE 14, SAID REGISTER'S OFFICE.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said ERNEST STEPHENS AND WIFE BERNICE S. STEPHENS, THEIR heirs and assigns, forever, WE covenant that WE ARE lawfully seized and possessed of said real estate in fee simple, have a good right to convey it, and that the same is unencumbered. EXCEPT BY 1940 SCC AND CITY TAXES, WHICH HAVE BEEN PRORATED TO BE PD BY WARREN, ET AL

WE further covenant and bind OURSELVES, OUR heirs and representatives, to warrant and forever defend the title to said real estate to said ERNEST STEPHENS AND WIFE BERNICE S. STEPHENS, 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 ERNEST STEPHENS AND WIFE BERNICE S. STEPHENS do hereby transfer and convey unto W. RUFUS PARDUE, 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.