INSTALLMENT DEED

Book No. 1414

FOR AND IN CONSIDERATION of the sum of $3050.00 THREE THOUSAND FIFTY AND NO/100 DOLLARS

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

JOHN HENRY CHERRY AND WIFE, FANNIE HUGHES CHERRY, the receipt of which is hereby acknowledged, and for the remainder

$2650.00 TWO THOUSAND SIX HUNDRED FIFTY AND NO/100 DOLLARS

the said JOHN HENRY CHERRY AND WIFE, FANNIE HUGHES CHERRY HAVE EXECUTED TWO NOTES DESCRIBED AS FOLLOWS: ONE JOINT PROMISSORY NOTE, OF EVEN DATE HEREWITH, IN THE SUM OF TWO THOUSAND AND NO/100 ($2000.00) DOLLARS, PAYABLE TO THE ORDER OF ROBERT LUSK, PAYABLE IN MONTHLY INSTALLMENTS OF TWENTY AND NO/100 ($20.00) DOLLARS PLUS INTEREST AT THE RATE OF 6% PER ANNUM ON THE PRINCIPAL SUM OR SO MUCH AS SHALL FROM TIME TO TIME REMAIN UNPAID, FIRST INSTALLMENT FALLING DUE ON OR BEFORE OCTOBER 3, 1946 AND A LIKE AMOUNT ON OR BEFORE THE 3RD DAY OF EACH SUCCEEDING MONTH UNTIL THE ENTIRE AMOUNT BOTH PRINCIPAL AND INTEREST HAS BEEN PAID IN FULL, MAKING A TOTAL OF ONE HUNDRED INSTALLMENTS. NOTE NO. 2, BEING OF EVEN DATE HEREWITH IN THE SUM OF SIX HUNDRED FIFTY AND NO/100 ($650.00) DOLLARS, WITH INTEREST AT 6% PER ANNUM, INTEREST BEING PAYABLE SEMI-ANNUALLY, PAYABLE TO THE ORDER OF ROBERT LUSK, PAYABLE ON OR BEFORE JANUARY 3, 1955.

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 3 day of Sept 1953

Attest: T. J. Nickens DEPUTY REGISTER Robert Lusk

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 WE, ROBERT LUSK AND WIFE, BINNIE BRIGGS LUSK

have this day bargained and sold, and do hereby transfer and convey, unto the said JOHN HENRY CHERRY AND WIFE, FANNIE HUGHES CHERRY, THEIR heirs and assigns, certain real estate in Davidson County, Tennessee, as follows: LAND IN DAVIDSON COUNTY, TENNESSEE, BEING LOT NO. 24 ON THE MAP OF J. W. TURNER'S SUBDIVISION OF LOT NO. 21, BOYD MCNAIRY PLAN, OF RECORD IN BOOK 57, PAGE 129, REGISTER'S OFFICE FOR SAID COUNTY.

SAID LOT NO. 24 FRONTS 50 FEET ON THE WESTERLY SIDE OF LENA AVENUE, NOW 27TH AVENUE NORTH, AND RUNS BACK BETWEEN PARALLEL LINES 134 FEET TO AN ALLEY.

BEING THE SAME PROPERTY CONVEYED TO ROBERT LUSK BY DEED FROM JAMES MARTIN AND WIFE, OF RECORD IN BOOK 1390, PAGE 175, SAID REGISTER'S OFFICE.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said JOHN HENRY CHERRY AND WIFE, FANNIE HUGHES CHERRY, 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.

WE further covenant and bind OURSELVES, OUR heirs and representatives, to warrant and forever defend the title to said real estate to said JOHN HENRY CHERRY AND WIFE, FANNIE HUGHES CHERRY, 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 JOHN HENRY CHERRY AND WIFE, FANNIE HUGHES CHERRY do hereby transfer and convey unto ZEE CHILDRESS, 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.