NUMBER 72079 RECORDED SEPT. 24, 1946 335

S H WILHOITE ET UX TO C J JUnKER Et UX

INSTALLMENT DEED

Book No. 1414

FOR AND IN CONSIDERATION of the sum of ($2500.00) Twenty Five Hundred DOLLARS

of which Three Hundred DOLLARS has been paid in cash by

C. F. Junker and wife Marie A. Junker , the receipt of which is hereby acknowledged, and for the remainder

Twenty Two Hundred DOLLARS

the said C. F. Junker and Marie A. Junker have executed one promissory note dated Oct. 1, 1946, payable to the order of S. H. Wilhoite. Said note to be paid in monthly installments of $25.00 each. The first installment $25.00 falling due on the first day of November, 1946, and like amount on the first day of each succeeding month till the principal note is paid in full. Should payments fail to be paid as stated, all of the balance of the principal note shall become due and colectable at the option of the holder.

S. H. Wilhoite agrees to assume the State and County taxes for year 1946.

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 24 day of June 1953

Attest: E J Wilson DEPUTY REGISTER

Bank of Goodlettsville
W. Garrett - Pres

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, S.H. Wilhoite and wife Winnie O. Wilhoite

have this day ~~bargained~~ and sold, and do hereby transfer and convey, unto the said

C. F. Junker and Marie A. Junker their

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

Tenth Civil District:Situated in the town of Goodlettsville, Tennessee, located on the south side of Lindberg Avenue, beginning at a point (an iron pin) the north east corner of Nolan H. Lamberth, running south with said Lamberth's east boundary line 134 feet to an iron pin; thence easterly 75 feet to the west margin of Church Street; thence north with Church Street 122 feet to Linberg Street; thence west with south margin of Linberg street 60 feet to the beginning. Being a portion of lots purchased from James M. Phipps, known as the James M. Phipps Subdivision of the old home place of the Bass property.

The property herein conveyed is restricted against keeping any swine on the premises, also restricted against selling or renting any of the premises to any person of African blood.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said C. F. Junker and Marie A. Junker 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 C. F. Junker and Marie A. Junker 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 C.F. Junker and Marie A. Junker do hereby transfer and convey unto Edd B Young, 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.