NUMBER 72758 RECORDED SEPT. 30, 1946 25

M A COBB ET UX TO W W RAINEY ET UX

INSTALLMENT DEED

Book No. 1415

FOR AND IN CONSIDERATION of the sum of Four Thousand Five Hundred ($4,500.00) and no/100 DOLLARS of which Two Hundred ($200.00) and no/100 DOLLARS has been paid in cash by W.W. Rainey and wife, Katherine Rainey, , the receipt of which is hereby acknowledged, and for the remainder Four Thousand Three Hundred ($4,300) and no/100 DOLLARS the said W. W. Rainey and wife, Katherine Rainey have executed and delivered their vendor's lien note dated September 10, 1946, payable to the order of M.A. Cobb and wife, Nell Cobb. Said note is in the principal sum of Four Thousand Three Hundred ($4,300) Dollars and bears interest from date at the rate of Six (6%) per cent per annum which said interest is to be added into each monthly payment of Twenty ($20.00) Dollars. The first installment shall be due and payable October 1st, 1946, and another installment shall be due and payable on the same day of each month thereafter until the said debt with interest is paid in full.

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, M. A. Cobb and wife, Nell Cobb

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

W.W. Rainey and wife, Katherine Rainey, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Being part of Lot No. 12 on the Map of E.A. Lindsey's Subdivision on the Dickerson Road as of record in Book 547, page 144, Register's Office of said County.
Said part of Lot No. 12 begins at a point 100 feet south of the Northern boundary line of said Lot and running 100 feet on the Easterly side of a 50 foot unnamed Street; thence running back parallel to the Northerly boundary line of said Lot 693 feet; thence North 100 feet to a point; thence parallel to the said boundary line 693 feet to the point of beginning.
Said part of lot #12 being the middle 100 feet of said lot.
Being part of the property convyed to M.A. Cobb by A.J. Linx by deed recorded in Book 1285, page 596, Register's Office of Said County.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said W.W. Rainey and wife, Katherine Rainey, 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 W. W. Rainey and Wife, Katherine Rainey, 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 W.W. Rainey and wife, Katherine Rainey do hereby transfer and convey unto Paul Holbrook , 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.