Number 73957 Recorded October 11, 1946

James A. Davis, unmarried -To- John Davis, et ux



# INSTALLMENT DEED

Book No. 1415

FOR AND IN CONSIDERATION of the sum Three Thousand Two Hundred Fifty and no/100/ ($3,250.00) DOLLARS of which Seven Hundred and no/100 ($700.00) DOLLARS has been paid in cash by John Davis and wife, Sammie Davis, the receipt of which is hereby acknowledged, and for the remainder Two Thousand Five Hundred Fifty and no/100 ($2,550.00) DOLLARS the said John Davis and wife Sammie Davis have executed and delivered their joint promissory note in said amount payable in monthly installments of $24.89 per month, including principal and interest, the first payment being due 30 days from date, and another payment on the same day of each succeeding month until said debt with interest has been paid in full, said note being of even date herewith, payable to James A. Davis and signed by the said John Davis and wife, Sammie Davis, as makers, and extra payments may be made at any time and interest will be charged only on the unpaid balance,

~~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 James A. Davis, unmarried

have this day bargained and sold, and do hereby transfer and convey, unto the said John Davis and wife, Sammie Davis, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Land in Davidson County, Tennessee, being the southerly 2 feet of the easterly 101 feet of Lot No. 107 and the easterly 101 feet of Lots Nos. 108 and 109 on the plan of Maury and Claiborne's Addition to South Nashville, as of record in Book 21, pages 84 and 85, Register's Office for said County.

Said parts of Lots Nos. 107, 108 and 109 front together 72 feet on the westerly side of Maury Street and run back between parallel lines, with the northerly margin of Fain Street, 101 feet to a dead line.

Title to the said property is in James A. Davis and wife, Emma T. Davis, by two deeds, one from Chas. H. Litterer, et al., Executors, of record in Book 533, page 245, and the other from Ella C. Thompson of record in Book 611, page 345, said Register's Office, the said Emma T. Davis having since died.

I declare that I am the true and lawful holder of the claim secured by the instrumen within recorded, and hereby acknowledge the satisfaction thereof and discharge of the lien to secure the same in full. This 12 day of April 1956

Citizens Savings Bank & Tr

M L Burk

M G Thompson Executive Vice-Pres

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said John Davis and wife, Sammie Davis, heirs and assigns, forever, I covenant that I am 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 as described above.

I further covenant and bind myself, my heirs and representatives, to warrant and forever defend the title to said real estate to said John Davis and wife, Sammie Davis, 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 Davis and wife, Sammie Davis

do hereby transfer and convey unto Robert McGee, 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.