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NO.77333 P.M. ESTES JR, TRUSTEE,ET AL--TO--W.H.ROBERTS,ET UX

BOOK 1425 PAGE 320 RECD.NOV.18,1946 AT 10:52 A.M.

INSTALLMENT DEED TENNESSEE TITLE CO.

For and in Consideration of the sum of ------ Thirty Five Hundred and no/100 ----

---------- Dollars,

of which Seven Hundred Ten and 30/100 ---------- Dollars,

has been paid in cash by W.H.Roberts and wife Mary Catherine Roberts

the receipt of which is hereby acknowledged, and for the remainder Twenty Seven Hundred

Eighty Nine and 70/100 (2789.70) ---------- Dollars,

the said W. H. Roberts and wife Mary Catherine Roberts have executed their one promissory note of even date herewith payable to ourselves and endorsed by ourselves,in the sum of $2789.70, which together with interest at rhe rate of five per cent per annum is payable in 131 equal monthly instalments on the 15th day of each calendar month, beginning on the 15th day of November, 1946, each for the sum of $27.68, and each of said instalments including: (a) Interest calculated on the monthly decreasing balance of said principal sum, after the payment of each of the said monthly instalments; and, (b) A payment on account of amortization of the principal of said loan.

Together with and in addition to the monthly payments of principal and interest payable under the terms of the note secured hereby, there shall be payable on the first day of each month, consecutively, until the note is fully paid, the following sums:
An instalment of the taxes and assessments levied or to be levied against the property, and of the premium or premiums that will become due and payable to renew the insurance on the premises covered hereby against loss by fire or such other hazard as may reasonably be required and in amounts and in a company or companies satisfactory to said party of the third part. These instalments shall be equal respectively to 1/12th of the estimated premium or premiums for such insurance, and taxes and assessments next due. Said party of the third part shall hold the monthly payments in trust to pay such premium or premiums and taxes and assessments before the same become delinquent.
All payments above set out shall be added together, and the aggregate amount thereof shall be paid by the undersigned each month in a single payment to be applied by said party of the third part to the following items in the order set forth:
(1) Taxes, special assessments, and all hazard insurance premiums; (2) Interest on the note secured hereby; (3) Amortization of the principal of said note.
Any deficiency in the amount of such aggregate monthly payment shall, unless made good by the undersigned prior to the due date of the next such payment, constitute an event of default under this instrument.

all of said notes, principal and interest, 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, P.M.Estes,Jr.Trustee,W.P.Kirkman,Trustee and Sydney F. Keeble, Trustee, have this day bargained and sold, and do hereby transfer and convey unto the said W. H. Roberts and wife Mary C therine Roberts, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Being lot No. 223 on the plan of Edgefield Land Company's First Subdivision, as of record in book 57, page 130, Register's Office Davidson County, Tennessee.

Said lot No. 223 fronts 50 feet on the southerly side of Long Avenue and runs back between parallel lines 150 feet to an alley.

Being the same property conveyed to P.M.Estes,Jr.W.P.Kirkman and Sydney F. Keeble, Trustees, by deed from M. C. Herman and wife of record in book 1109, page 522, said Register's Office.

All insurance premiums and all taxes for [illegible]

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