NOTICE: This instrument must
(1) Carry U. S. I. Rev. Stamps for the total of cash plus the sum of new lien created. Present rate is 55c for each $500 or fraction thereof;
(2) be presented at County Tax Assessor's Office for transfer on tax books;
(3) be presented at County Court Clerk's Office and State Transfer Tax be paid. Present rate 15c for each $100 of total consideration plus 15c Clerk's Fee;
(4) be filed for record in County Register's Office. Recording Fee, $2.00 including one acknowledgment. Each additional acknowledgment add 25c.
The above is not part of Instrument and is not to be recorded.

INSTALLMENT DEED — TENNESSEE TITLE CO.

For and in Consideration of the sum of **Six Thousand and No/100- - - - - - - - - - - - -(\$6,000.00)- - - - - - - - - - - - - - - -** Dollars,

of which **One Thousand Five Hundred and No/100- - - - -(\$1,500.00)- - - - -** Dollars,

has been paid in cash by **Louise Coward Swinney**

the receipt of which is hereby acknowledged, and for the remainder **Four Thousand Five Hundred - - - - - - - - - - - - - - - -(\$4,500.00)- - - - - - - - - - - - - - - - - -** Dollars,

the said **Louise Coward Swinney and husband, Jack Swinney** have executed and delivered their joint promissory note of even date herewith payable to the order of J.L. Smiley and wife, Lillie S. Smiley in said principal sum of \$4,500.00, bearing interest from date at the rate of six per centum per annum. Said principal and interest shall be payable in monthly installments in the sum of \$37.98 each, payments to be applied first to interest on the unpaid balance and the remainder to principal: the first installment shall be due and payable February 1st, 1947 and another installment shall be due and payable on the same day of each month thereafter until said note with interest is paid in full. Extra payments may be made at any time and interest will be charged only on the unpaid balance. Said note

~~[illegible]~~ 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, J.L. Smiley and wife, Lillie S. Smiley**

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

* * * * * * * * * * **LOUISE COWARD SWINNEY** * * * * * * * * * * * her heirs and assigns,

certain real estate in Davidson County, Tennessee, as follows:

Being Lot No. 42 on the Plan of Montague, of record in Book 421, page 129, Register's Office for said County.

Said Lot No. 42 fronts 150 feet on the easterly side of Fern Bank Drive and runs back 305 feet, more or less on the northerly line and with the southerly line of a 20-foot road, and 295 feet, more or less on the southerly line to low watermark of the Cumberland River on which it measures 131 feet.

Being part of the property conveyed to J.L. Smiley and wife, Lillie S. Smiley by deed from Nettie Elizabeth Sudekum of record in BOOK 1429, PAGE 196, said Register's Office.

This conveyance is subject to all restrictive covenants and easements as are applicable to the property above described.