49935

Form 1001

INSTALLMENT DEED

FROM
Mallernee Realty Company, Inc.

TO
William J. Beard and wife,
Allie H. Beard

REGISTER'S OFFICE
STATE OF TENNESSEE
DAVIDSON COUNTY
Received for record this 22 day of Jan. A. D. 1949
at 1145 o'clock A. M.,
Noted in Book 62 Page 446
Recording Fee $ 3.25
By J. M. Sinclair Dept. Reg.

Published by
TGT

MALLERNEE REALTY CO
REAL ESTATE · INSURANCE and LOANS
OWN YOUR OWN HOME
SEE ME BEFORE YOU BUY
NASHVILLE TENN
Attorneys at Law.

For and in Consideration of the sum of Four Thousand Seven Hundred Fifty and No/100 ---------- ($4,750.00) ---------- **Dollars,**

of which Five Hundred and No/100 ---------- **Dollars,**

has been paid in cash by William J. Beard and wife, Allie H. Beard,

the receipt of which is hereby acknowledged, and for the remainder Four Thousand Two Hundred Fifty and No/100 ---------- ($4,250.00) ---------- **Dollars,**

the said William J. Beard and wife, Allie H. Beard, **has** hereby assume and agree to pay Three Thousand Two Hundred Sixty Six and 21/100 ($3,266.21), which is the present balance of a mortgage more particularly described as follows: Deed of Trust executed by Ira D. Swindle and wife, Bonnie Kerby Swindle to Albert H. Thomas, Trustee, of record in Book 1478, Page 549, Register's Office for Davidson County, Tenn. to secure the payment of a note dated 4-30-47 for $3,650.00, with interest from date at the rate of 4% per annum. Principal & interest shall be payable in monthly installments of $27.00, commencing on the 1st day of June, 1947, and continuing on the 1st day of each month thereafter, except that the final payment of principal and interest shall be due and payable on the 1st day of May, 1962. And for the remainder in the amount of Nine Hundred Eighty Three and 79/100 dollars ($983.79) the said William J. Beard and wife, Allie H. Beard, have executed an installment deed note of even date herewith payable to the order of Mallernee Realty Company, Inc. in monthly installments as follows, namely: on the 22nd day of February, 1949 the sum of Twelve and 16/100 ($12.16) and thereafter a like amount on or before the 22nd day of each succeeding month, tobe applied first to payment of interest at the rate of 6% per annum on the principal sum or so much as shall from time to time remain unpaid & the balance to be applied to payment of the principal sum, until the entire amount, both principal & interest has been 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, Mallernee Realty Company, Incorporated

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

William J. Beard and wife, Allie H. Beard, their **heirs and assigns,**

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

Land in Davidson County, Tennessee, being part of lot No. 123 on the plan of Barrow's Addition to Edgefield, as of record in Plan Book 1, page 13, Chancery Court at Nashville, and part of an unnumbered lot on the plan of Totten's Addition to Edgefield, as of record in Book 57, page 22, Register's Office for said County, described together as follows:

Beginning on the southerly margin of Boscobel Street 130 feet west of the westerly margin of South 10th Street; thence with the southerly margin of Boscobel Street, westwardly 50 feet; thence at right angles, southwardly 175 feet to the northerly margin of an alley; thence with said alley, eastwardly 50 feet; thence northwardly 175 feet to the beginning.

Being the same property conveyed to Mallernee Realty Company, Incorporated, by deed from Ira D. Swindle and wife, Bonnie Kerby Swindle, of record in Book 1580, Page 637, Register's Office for said County.

FULL RELEASE

31 Jan 1956