10/16/48 50037

INSTALLMENT DEED

FROM
HARRY WARNICK, and wife,

TO
LUCILLE WARNICK,

TO
JOHN S. WHEELER, Jr. and wife,
MAZELE WHEELER.

The Guaranty Title Co.
Titles Guaranteed
Abstracts of Titles
225 Third Ave., North
NASHVILLE, TENN.

REGISTER'S OFFICE
STATE OF TENNESSEE
DAVIDSON COUNTY
Received for record 21 day
of JAN A.D. 1949
at 2:24 o'clock P.M.
Noted in Book 1680 Page 45
Recorded in Book 1680 Page 328
Recording Fee $2.00
FELIX Z. WILSON, Register
By M. McGregor D.C.
Dpt. Reg.

FORM 104 SUPER-A SERIES-D

For and in Consideration of the sum of

Four Hundred and no/100 - - - - - - - - - - ($400.00) - - - Dollars,

of which Twenty Five ($25.00) - Dollars,

has been paid in cash by John S. Wheeler, Jr. and wife, Mazele Wheeler,

the receipt of which is hereby acknowledged, and for the remainder

Three Hundred Seventy Five ($375.00) - - - - - - - - - - - - Dollars,

the said John S. Wheeler, Jr. and wife, Mazele Wheeler, have executed and delivered to grantors their one certain promissory note, of even date herewith, in the principal sum of $375.00, said note being payable in monthly installments of principal and interest, the principal payment being the sum of $10.00 per month, each, together with accrued interest on the unpaid principal balance at the rate of 6% per annum, payable monthly, said interest accruing from date, the first installment of said principal and interest being due and payable on the 16th day of November, 1948, and a like payment of principal and accrued interest being due and payable thereafter on the 16th day of each and every month thereafter until the entire principal sum and interest of said note have been fully paid,

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, Harry Warnick and wife, Lucille Warnick,

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

John S. Wheeler, Jr. and wife, Mazele Wheeler, their heirs and assigns,

certain real estate in Davidson County, Tennessee, as follows: A tract or parcel of land being situate in the 2nd, formerly 3rd, Civil District of Davidson County, Tennessee, described according to a survey (unrecorded) made on April 26, 1948, by Watkins & Murray, Surveyors, of a part of the Harry Warnick property, and being lots 4 and 5 on the plat or survey of said property, which said lots are bounded and described together as follows: Beginning at a point in the center of Old Hickory Boulevard, which said point is 1096 feet southwesterly from the center line of the intersection of Old Hickory Boulevard and Hamilton Church Road, and at a point where the lands of John Griffin and the corner (in the road) of said lot No. 5 join; thence along the center line of said Old Hickory Boulevard S. 47 degrees 45 minutes W. 58.5 feet to a point, the corner of said lots Nos. 5 and 4; thence along the center line of said road S. 45 degrees W. 100 feet to a point, same being the corner of said Lot No. 4 and lot No. 3 on said plat; thence N. 45 degrees 30 minutes W. along the line between lots Nos. 4 and 3, passing an iron rod on the northerly margin of said Old Hickory Boulevard at 30 feet, on, in all, 204 feet to an iron rod; thence N. 38 degrees E. 100 feet to an iron rod, the line between said lots Nos. 4 and 5; thence N. 38 degrees E. 57.5 feet to an iron rod in the line between lot No. 5 and the lands of Binnie Briggs Lusk; thence S. 79 degrees 15 minutes E. 189.7 feet to an iron rod in the line between said Lot No. 5 and the lands of said John Griffin; thence S. 12 degrees 15 minutes W. 80.4 feet to an iron rod in the northerly margin of said Old Hickory Boulevard; thence on 45 feet to the center line of Old Hickory Boulevard, the point of beginning. Being part of the same land conveyed to Harry Warnick and wife, Lucille Warnick, by deed from Roy S. Waldron, et ux., of record in Book 1272, page 196, Register's Office for said County.