K 1717

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Form 1944

INSTALLMENT DEED

FROM

R. O. Mallernee et al

TO

Edwin Dean and wife,

Catherine Dean

REGISTER'S OFFICE

STATE OF TENNESSEE
DAVIDSON COUNTY

Received for record this 17 day of May A. D. 1949 at 3:41 o'clock P. M.

Noted in Book 69 Page 554

Recorded in Book 1717 Page 700

Recording Fee $ 2.00

By [illegible] Dept. Reg.

Published by [redacted] of Richmond, Virginia for the convenience of Attorneys at Law.

INSTALLMENT DEED — TENNESSEE TITLE CO.

For and in Consideration of the sum of Four Thousand Nine Hundred Fifty and No/100 ----------($4,950.00)----------Dollars, of which One Thousand and No/100 ----------($1,000.00)---------- Dollars, has been paid in cash by Edwin Dean and wife, Catherine Dean, the receipt of which is hereby acknowledged, and for the remainder Three Thousand Nine Hundred Fifty and No/100 ----------($3,950.00)----------Dollars, the said Edwin Dean and wife, Catherine Dean, hereby assume and agree to pay Three Thousand Two Hundred and No/100 dollars ($3,200.00), which is the present principal balance of a mortgage secured by vendor's lien retained in deed from H. Lester Wilson to Samuel Ewing Smith, an unmarried man, of record in Book 1716, Page 574, R.O.D.C. to secure the payment of $3,200.00 evidenced by 192 monthly notes dated May 13,1949 payable to the order of H. Lester Wilson, in monthly installments as follows, namely: on the 13th day of June 1949 the sum of $25.97 and thereafter a like amount on or before the 13th day of each succeeding month, to be 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, and the balance to be applied to payment of the principal sum, until the entire amount, both principal and interest, has been paid in full. AND FOR THE REMAINDER IN THE AMOUNT OF SEVEN HUNDRED FIFTY AND No/100 dollars ($750.00) the said Edwin Dean et ux, Catherine Dean have executed their ONE PROMISSORY NOTE OF EVEN DATE HEREWITH payable to the order of R. O. Mallernee et ux Julia L. Mallernee, and Jack J. Cohen et ux, Bessie D. Cohen, in monthly installments as follows, namely: on the 13th day of June, 1949 the sum of Eleven and 53/100 dollars ($11.53) and thereafter a like amount on or before the 13th day of each succeeding month, to be 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, and the balance to be applied to payment of the principal sum, until the entire amount, both principal and 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, We, R. O. Mallernee and wife, Julia L. Mallernee, and Jack J. Cohen and wife, Bessie D. Cohen, have this day bargained and sold, and do hereby transfer and convey unto the said Edwin Dean and wife, Catherine Dean, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Land in Davidson County, Tennessee, being Lot No. 1 on the Plan of Fisk's Exclusive Subdivision No. 2, as of record in Book 547, page 135, Register's Office for said County.

Said Lot No. 1 fronts 50 feet on the southerly side of Scovel Street, and runs back between parallel lines with the westerly margin of 26th Avenue North, 140 feet to Madison Street.

Being the same property conveyed to R. O. Mallernee and wife, Julia L. Mallernee, and Jack J. Cohen and wife, Bessie D. Cohen, by deed from Samuel Ewing Smith, an unmarried man, of record in Book 1717, Page 555, Register's Office for Davidson County, Tennessee.

This conveyance is made subject to restrictive covenants contained in deed from Fred Kirshner and wife, to Lester Wilson of record in Book 814, page 390, Register's Office for Davidson County, Tennessee.

R.A.L. RELEASE

21 Dec 1955

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