K 1757

75083

Form 1001

INSTALLMENT DEED

FROM

Sam Garfinkle and wife,

TO

Eva R. Garfinkle

Charlie Collier and wife,

Mary C. Collier

REGISTER'S OFFICE

STATE OF TENNESSEE
DAVIDSON COUNTY

Received for record this 21 day of Dec A. D. 1949

at 12:13 o'clock P M. Noted in Book 70 Page 372

Recorded in Book 1760 Page

Recording Fee $ 2.75

No. [illegible] Dept. Reg.

Published by [redacted]

for the convenience of Attorneys at Law.

2.75

INSTALLMENT DEED — TENNESSEE TITLE CO.

For and in Consideration of the sum of Three Thousand Nine Hundred Fifty and No/100 ----------($3,950.00)---------- Dollars,

of which One Hundred Ninety Five and No/100 ----------($195.00)---------- Dollars,

has been paid in cash by Charlie Collier and wife, Mary C. Collier,

the receipt of which is hereby acknowledged, and for the remainder Three Thousand Seven Hundred Fifty Five and No/100 ----------($3,755.00)---------- Dollars,

the said Charlie Collier and wife, Mary C. Collier, hereby assume and agree to pay One Thousand Four Hundred Ninety Six and 57/100 dollars ($1,496.57), which is the present principal balance of a mortgage secured by deed of trust executed by Joe H. Jolley and wife, to Louis R. Linx, Trustee, of record in book 1543, page 277, to secure First Federal Savings & Loan Association of Nashville, one note dated September 24, 1947, for $1,850.00, with interest at 4% per annum, both principal and interest payable in 120 monthly installments of $18.74 each, beginning October 1, 1947. AND FOR THE REMAINDER IN THE AMOUNT OF TWO THOUSAND TWO HUNDRED FIFTY EIGHT AND 43/100 dollars ($2,258.43) the said Charlie Collier and wife, Mary C. Collier, have executed their two promissory notes of even date herewith payable to the order of Sam Garfinkle, the first in the principal amount of $100.00 payable on or before November 3, 1949 plus interest at the rate of 6% per annum; the second in the amount of $2,158.43 payable in monthly installments as follows, namely: on the 17th day of October, 1949 the sum of $13.00 and thereafter a like amount on or before the 17th 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, & the balance applied to principal, until both prin. & Int. are paid in 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, Sam Garfinkle and wife, Eva R. Garfinkle,

have this day bargained and sold, and do hereby transfer and convey unto the said Charlie Collier and wife, Mary C. Collier, their heirs and assigns,

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

Land in Davidson County, Tennessee, being the Westerly 63 feet of the northerly part of Lot No. 12 on the Plan of the Georgia Industrial Realty Company Subdivision in North Nashville, of record in Book 421, page 188, Register's Office for said County, described according to a survey made by W. B. Southgate, Surveyor, Oct. 27, 1932, as follows:

Beginning on the southerly margin of Osage Street at a point 147 feet west of the westerly margin of 23rd Avenue North; thence with the southerly margin of said Street, westwardly 63 feet to the corner of Lots Nos. 12 and 13; thence with the line between said two lots, southwardly 51 feet 10½ inches to the northwest corner of the property conveyed to A. W. Fisher and wife, by deed from Mrs. C. G. Fisher and husband, of record in Book 658, page 45, said Register's Office; thence with said A. W. Fisher and wife's Northerly line, eastwardly 63 feet; thence northwardly 51 feet 10½ inches to the beginning.

Being the same property conveyed to Sam Garfinkle by deed from Freeman F. Calk and wife, Hester R. Calk, of record in Book 1756, Page 517, Register's Office for said County.

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