K 1782

INSTALLMENT DEED

FROM
JAMES D. BRINDLEY AND WIFE,

TO
CANADA LEE BRINDLEY,

TO
RAY E. GARRETT AND WIFE,

TO
RUTH F. GARRETT,

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 DEC 23 1949 at 4 P. M.
of 3.4 October 1 Page 25
Noted in Book Page 2 of 3
Recorded in Book $
Recording Fee
Filed with John Register
By Dpt. Reg.

INSTALLMENT DEED — J. R. WEST FORM — THE GUARANTY TITLE COMPANY

For and in Consideration of the sum of - - - Five Thousand, Five Hundred and No/100 - - - - - ($5,500.00) - Dollars,

of which - - - One Thousand and No/100 - - - - ($1,000.00) - - - Dollars,

has been paid in cash by Ray E. Garrett and Wife, Ruth F. Garrett,

the receipt of which is hereby acknowledged, and for the remainder Four Thousand, Five Hundred and No/100 - - - - ($4,500.00) - Dollars,

the said Ray E. Garrett and Wife, Ruth F. Garrett,

(1) hereby assume and agree to pay the unpaid principal balance of a note signed by James D. Brindley and Wife, Canada Lee Brindley, dated July 27, 1947, in the original amount of $4000.00, now reduced to the unpaid principal balance of $3397.48, with interest at 5% per annum, both principal and interest payable in 144 monthly installments of $37.00 each, beginning August 27, 1947. Interest on said note is paid to November 24 , 1949. Said note is secured by and described in Installment Deed from Mrs. Charles H. Lingner, a widow, to James D. Brindley and Wife, Canada Lee Brindley, of record in Book 1510, page 370, Register's Office for Davidson County, Tennessee, to which reference is here made for a more particular and accurate description of said note; and

(2) have executed their one principal promissory note, dated December 13, 1949, for $1102.52, due on or before December 13, 1950, with interest from date at 5 per cent per annum on the unpaid balance until paid. Said note is payable to the order of James D. Brindley and Canada Lee Brindley.

all of said notes 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, James D. Brindley and Wife, Canada Lee Brindley,

have this day bargained and sold, and do hereby transfer and convey unto the said Ray E. Garrett and Wife, Ruth F. Garrett, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

A part of a tract of 12 acres in the 11th, formerly 19th, Civil District, of Davidson County, Tennessee, being designated as land belonging to the estate of James K. Thompson, deceased, as shown on the plan of record in Plan Book 2, page 109, of the Chancery Court at Nashville, and described as follows:

Beginning at a stake and walnut pointer, the southeast corner of Archie Goodrich's 2-acre tract and on the west margin of an Avenue; thence with the westerly margin of said Avenue, south 4-1/2 degrees west 45.5 poles to a stake on the south side of a lane; thence with the south margin of said lane north 86 degrees west 34 poles to a stake; thence north 1/2 degree east 45.5 poles to a stake, the southwest corner of another 2-acre tract of land owned by Archie Goodrich; thence with said Goodrich's south line south 86 degrees east 35.8 poles to the beginning, containing 10 acres.

Being the same property conveyed to James D. Brindley and Wife, Canada Lee Brindley, by deed from Mrs. Charles H. Lingner, a widow, of record in Book 1510, page 370, Register's Office for said County.

6 Oct. 1950

G 596