2083

INSTALLMENT DEED J. R. WEST FORM

For and in Consideration of the sum of ($6250.00)

- - - - - Six Thousand Two Hundred Fifty & No/100- - - - - - - - - - - - - Dollars,

of which Three Hundred Fifty & No/100- - - - - - - - - - - - - - - - - - Dollars,

has been paid in cash by W. A. Rose and wife, Margaret L. Rose,

the receipt of which is hereby acknowledged, and for the remainder ($5900.00)

- - - - - Five Thousand Nine Hundred & No/100- - - - - - - - - - - - - - - Dollars,

the said W. A. Rose and wife, Margaret L. Rose, have

executed and delivered their joint promissory note in the sum of $5900.00, of even date with this deed, payable on a 15 year monthly installment plan at $49.79 per month, including principal and interest at the rate of six per cent per annum. The first payment on said note is due thirty days from date of this deed and another payment for the same amount due each thirty days thereafter until said note and interest has been paid in full. Said note is payable to The Nashville, Chattanooga & St. Louis Railway and is signed by W. A. Rose and wife, Margaret L. Rose, as makers, and extra payments may be made at any time and interest will be charged only on the unpaid balance.

~~xxx~~ said note, 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, The Nashville, Chattanooga & St. Louis Railway

have this day bargained and sold, and do hereby transfer and convey unto the said W. A. Rose and wife, Margaret L. Rose, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Land in Davidson County, Tennessee, being a part of Lot No. 98 on the Plan of Sadler Place, as of record in Book 332, page 31, Register's Office for Davidson County, Tennessee. Said part of Lot No. 98 is more particularly described as follows: Beginning at the corner between Lots 97 and 98 in the northerly margin of Leafland Avenue; thence northwardly with the line between Lot 97 and 98 a distance of 148 feet to a point, which is 17 feet south of the northeast corner of said lot 98; thence eastwardly on a straight line to the northeast corner of said Lot 98; thence southwardly with the line between Lot 98 and 99, 165 feet to the northerly margin of Leafland Avenue; thence westwardly with the northerly margin of Leafland Avenue, 50 feet to the point of beginning.

Being a part of the property conveyed to the Nashville, Chattanooga & St. Louis Railway by John D. Boulton and wife, by deed recorded in Book 2040, page 241, Register's Office for Davidson County, Tennessee.

It is understood by the grantee herein that that part of Lot No. 98 not herein conveyed is to be used by The Nashville, Chattanooga & St. Louis Railway for a right of way.

TO HAVE AND TO HOLD THE SAID parcel of land with the appurtenances, estate, title and interest thereto belonging to the said W. A. Rose and wife, Margaret L. Rose, their heirs and assigns forever. And The Nashville, Chattanooga & St. Louis Railway does covenant with the said W. A. Rose and wife, Margaret L. Rose, that it is lawfully seized and possessed of said land in fee simple, has a good right to convey it and the same is unencumbered, save by the General Mortgage of The Nashville, Chattanooga & St. Louis Railway in favor of the United States Trust Company of New York, Trustee, dated February 1, 1928, and set out in full in Book 625, pages 1-80, inclusive, Register's Office for Davidson County, Tennessee.

AND IT DOES further covenant and bind itself, its successors and assigns, to warrant and forever defend the title to said property herein conveyed to the said W. A. Rose and wife, Margaret L. Rose, their heirs and assigns, against the lawful claims of all persons whomsoever, and specifically to protect and hold harmless the said W. A. Rose and wife, Margaret L. Rose, their heirs and assigns, from any loss on account of said lien of General Mortgage.

559