69107

INSTALLMENT DEED

FROM

Henry Tidwell and wife, Bessie Mai Tidwell

TO

John Hall and wife, Vina K. Hall

Attorneys Title Company
Titles Guaranteed
120 Union Street
NASHVILLE, TENN.
Agents For
American Title & Insurance Co.
MIAMI, FLA.

REGISTER'S OFFICE
STATE OF TENNESSEE
DAVIDSON COUNTY
Received for record 2 of JUN 1952 at 12:56 o'clock P
Noted in Book 28 P 98
Recorded in Book
Recording Fee 2.50
JAMES P. WILSON
By

CUMBERLAND REALTY COMPANY

For and in Consideration of the sum of Three Thousand Three Hundred Fifty and No/100 - - ------------------- -($3,350.00) ------------- Dollars,

of which Two Hundred Fifty and No/100 -------($250.00) --------- Dollars,

has been paid in cash by John Hall and wife, Vina K. Hall,

the receipt of which is hereby acknowledged, and for the remainder Three Thousand One Hundred and No/100 ---------------($3,100.00) ------------- Dollars,

the said John Hall and wife, Vina K. Hall, hereby assume and agree to pay xxxx One Thousand Seven Hundred Eighty One and 76/100 dollars ($1,781.76), which is the present principal balance of a first mortgage secured by vendor's lien retained in deed from Leon Gilbert, an unmarried man, to Henry Tidwell and wife, Bessie Mai Tidwell, of record in Book 1855, page 564, R.O.D.C., Tenn. Said mortgage is payable in 132 monthly installments due respectively on the 15th day of the 132 consecutive months immediately following their date, being in the sum of $21.47 each, bearing no interest except after maturity, and being subject to no discount or rebate if paid before maturity, all of said notes bearing 6% interest from maturity. AND FOR THE REMAINDER IN THE AMOUNT OF One Thousand Three Hundred Eighteen and 24/100 dollars ($1,318.24), the said John Hall and wife, Vina K. Hall, have executed their ONE PROMISSORY NOTE OF EVEN DATE HEREWITH payable to the order of Henry Tidwell and wife, Bessie Mai Tidwell, in monthly installments as follows, namely: on the 24th day of June, 1952 the sum of $12.03, and thereafter a like amount on or before the 24th 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, is 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, Henry Tidwell and wife, Bessie Mai Tidwell,

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

John Hall and wife, Vina K. Hall, their heirs and assigns,

certain real estate in Davidson County, Tennessee, as follows:
Land in Davidson County, Tenn., being part of Lot No. 352 on the Plan of McGavock, Wetmore and Others' First Addition to Nashville, called the Town of McGavock, as of record in Book 21, page 23, Register's Office for said County.
Said part of Lot No. 352 is described as follows: Beginning at a point on the westerly margin of Arthur Avenue, said point being 24.5 feet south of the line between Lots Nos. 352 and 353; thence in a southerly direction along the westerly margin of Arthur Avenue 23.7 feet to a point; thence westerly and parallel with the line between Lots Nos. 352 and 353, 150 feet to a point on the rear line of lot No. 352; thence northerly along the rear line of Lot No. 352, 23.7 feet; thence easterly 150 feet to the point of beginning.
Being the same property conveyed to Henry Tidwell and wife, Bessie Mai Tidwell, by deed from Leon Gilbert, of record in Book 1855, page 564, said Register's Office.

And in addition to the covenants and agreements hereinafter expressed, we the said John Hall and wife, Vina K. Hall, further covenant and agree that in case of default in the terms, conditions or payments provided in an installment deed of record in Book 1855, page 564, of said Register's Office, hereinabove mentioned, then the holder of the indebtedness, above described and secured hereby, may at his option, and without notice, advance such sum or sums as may be due under the terms of said first mortgage for interest, principal, taxes, penalties, costs, insurance premium or other items which may become necessary for the protection of the mortgage debt, and this installment deed shall stand as security therefor, and any amount so advanced or paid therefor shall be collectable from us with interest at 6% per annum in the same manner as the balance of the mortgage debt hereby secured, and in case of default in any of the terms, conditions or payments provided in said first mortgage, then the holder of the indebtedness hereinabove described may at his option and without notice declare the entire indebtedness immediately due and payable, and foreclosure under this installment deed may be instituted as hereinafter provided.

FULL RELEASE

Dec 29 1960