K 2092

76051

INSTALLMENT DEED

FROM Ben F. Wehrenberg et ux

TO Ozro Glenn Cunningham et ux

RUSH

Agents For American Title & Insurance Co. MIAMI, FLA.

REGISTER'S OFFICE
STATE OF TENNESSEE }
DAVIDSON COUNTY }
Received for record 25 day AUG 1954
of 11:36 o'clock A.M.
Noted in Book 78 Pages 417
Recorded in Book Pages
Recording Fee $2.50
JAMES P. WILSON, Register
By M. Geary Dpt. Reg.

FORM 80 TOOLE & PARKS CO., NASHVILLE

For and in Consideration of the sum of $3500.00 ----------

--------- THIRTY-FIVE-HUNDRED AND NO/100 ---------- Dollars,

of which -------- FIVE-HUNDRED ($500.00) AND NO/100 ---------- Dollars,

has been paid in cash by Ozro Glenn Cunningham and wife Flossie Mae Cunningham

the receipt of which is hereby acknowledged, and for the remainder $3000.00 ----------

---------- THREE-THOUSAND AND NO/100 ---------- Dollars,

the said Ozro Glenn Cunningham and wife Flossie Mae Cunningham ha executed their (74) joint promissory notes ,dated August 22nd 1952, and the First one of said notes being in the sum of TWO-HUNDRED-FIFTY ($250.00) DOLLARS, due and payable with six percent interest per annum and due and payable both interest and said note on or before six (6) months after date of same, and the next (72) of said notes are each in the sum of FORTY-FIVE ($45.00) DOLLARS, this being both interest and principal payments with the legal rate of interest only charged, and next or last payment being in the sum of nine and 40/100 ($9.40) dollars being both the legal rate of interest and principal payment, and any and all of said notes bear the legal rate of interest, if not paid at their respective due dated, all of said Notes due and payable to Ben F.Wehrenberg and wife Jane Wehernberg, or order, and the First $45.00 dollar note due and payable October 3rd 1952, the other notes on or before the 3rd day of each and every month thereafter, until all due and payable.

all of said notes bearing six per cent interest from date of maturity, 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, Ben F. Wehernberg and wife Jane Wehernberg

have this day bargained and sold, and do hereby transfer and convey unto the said Ozro Glenn Cunningham and wife Flossie Mae Cunningham/their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

A tract of land in the 2nd Civil District of Davidson County,Tennessee, described as follows:

Beginning at a point in the center of a public road, the southwest corner of the Morton lands; thence north 10 Deg. east to the southeast corner of the Gwyn's lands; thence with Gwyn's southerly line 86½ Deg. west to Gwyn's corner ;thence with Gwyn's easterly line , south 10 Deg. west to the center of said public road; thence with the center of said road, south 86½ Deg. east to the beginning, containing 1 acre, more or less.

Being the same property conveyedto Ben F. Wehrenberg by deed from Mrs. Florence B. Gupton, et al of record in Book 1850,page 238, Register's Office for said County.

I am to be given possession of one room by September 1st 1952, and whole place by October 1st 1952.

I will keep the place insured to full amount of notes.

Purchaser assumes the payment of all taxes for 1952.

T. J. Wilson II April 1955
Lyle E. Tidwell

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