K 2244

INSTALLMENT DEED — TENNESSEE TITLE CO.

For and in Consideration of the sum of ($5250.00)

Five Thousand Two Hundred Fifty & No/100 Dollars,

of which Five Hundred Fifty & No/100 Dollars,

has been paid in cash by J. O. Kemp and wife, Rhoda W. Kemp,

the receipt of which is hereby acknowledged, and for the remainder ($4700.00)

Four Thousand Seven Hundred & No/100 Dollars,

the said J. O. Kemp and wife, Rhoda W. Kemp, have executed and delivered their joing promissory note, of even date with this deed, payable on an eleven year installment plan at $47.54 per month, including principal and interest at the rate of 5½% 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 on the same day of each succeeding month 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 J. O. Kemp and wife, Rhoda W. Kemp, as makers, and extra payment may be made on any payment date and interest will be charged only on the unpaid balance.

all of said notes bearing five and one-half 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 J. O. Kemp and wife, Rhoda W. Kemp, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

A certain lot of land in the 6th Civil District of Davidson County, Tennessee, being Lot No. 1 in the Resubdivision of part of Sadler Place(approved) more particularly described as follows:

Beginning at a concrete monument in the right of way of Sadler Avenue and in the northwest right of way line of The Nashville, Chattanooga & St. Louis Railway's Radnor Yard connecting main track which said right of way line lies northwest of, parallel with and 50 feet distant from the center line of said track and going in a northerly direction along the easterly margin of said Sadler Avenue a distance of 136.4 feet to an iron pin and being the southwesterly corner of Lot 2; thence at right angles following the southerly line of Lot 2 and going in an easterly direction a distance of 131.5 feet to a point in the northwesterly margin of the said The Nashville, Chattanooga & St. Louis Railway right of way; thence at an angle following the said The Nashville, Chattanooga & St. Louis right of way in a southwesterly direction a distance of 190.8 feet to the point of beginning.

Being a part of the same property conveyed to The Nashville, Chattanooga & St. Louis Railway by R. D. Baird by deed recorded in Book 2039, page 637, Register's Office for Davidson County, Tennessee, and by Allen G. Ezell by deed recorded in Book 2042, page 436, Register's Office for Davidson County, Tennessee, and by The Tennessee Property Company by deed recorded in Book 2044, page 231, Register's Office for Davidson County, Tennessee.

This conveyance is made subject to zoning regulations of Davidson County, Tennessee and also to an easement for utilities 10 feet wide along the entire northeast and southeast boundaries of the above described property.

TO HAVE AND TO HOLD the said parcel of land with the appurtenances, estate, title and interest thereto belonging to the said J. O. Kemp and wife, Rhoda W. Kemp, their heirs and assigns, forever. And The Nashville, Chattanooga & St. Louis Railway does covenant with the said J. O. Kemp and wife, Rhoda W. Kemp, 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 1st, 1928, and set out in full in Book 825, pages 1-30, 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 J. O. Kemp and wife, Rhoda W. Kemp, their heirs and assigns, against the lawful claims of all persons whomsoever, and specifically to protect and hold harmless the said J. O. Kemp and wife, Rhoda W. Kemp, their heirs and assigns, from any loss on account of said lien of General Mortgage.

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