51350

INSTALLMENT DEED

FROM C. M. Jolly et ux.

TO W. J. Ferrell et ux.

Guaranty Title Company
A DIVISION OF
Kansas City Title Insurance Company
S.W. Corner 3rd and Union
NASHVILLE, TENNESSEE

REGISTER'S OFFICE
STATE OF TENNESSEE
DAVIDSON COUNTY
Received for record 25 day MAR 1955
at 3:41 o'clock P M.
Noted in Book 23 Page 636
Recorded in Book ____ Page ____
Recording Fee $3.75
WADE P. WALSON, Register

FORM 104

For and in Consideration of the sum of Eleven Thousand Seven Hundred and no/100 - - - (\$11,700.00) - Dollars, of which One Thousand Eight Hundred and 22/100 - - - - (\$1,800.22) - - - - - - - Dollars, has been paid in cash by W. J. Ferrell and wife, Dorothy R. Ferrell the receipt of which is hereby acknowledged, and for part of the remainder the said W. J. Ferrell and wife, Dorothy R. Ferrell assume and agree to pay a balance of \$8,909.78, of an original indebtedness of \$9,400.00, secured by deed of trust executed by C. M. Jolly and wife, Irma Sedberry Jolly to Miller Kimbrough, Trustee, dated July 13, 1953, filed July 14, 1953, and recorded in Book 2208, page 241, Register's Office for Davidson County, Tennessee, and for the remainder the said W. J. Ferrell and wife, Dorothy R. Ferrell, have executed their note of even date herewith for \$990.00, payable to the order of C. M. Jolly and wife, Irma Sedberry Jolly, in 24 monthly installments of \$43.44 each, including principal and interest at the rate of 5%, the first installment falling due one month from date and others monthly thereafter until all are paid. ~~xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx~~ 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, C. M. Jolly and wife, Irma Sedberry Jolly

have this day bargained and sold, and do hereby transfer and convey unto the said W. J. Ferrell and wife, Dorothy R. Ferrell, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Being lot No. 54 on the plan of Glencoe Acres, Section 1, as of record in book 1835, pages 136, 137 and 138, Register's Office for said County, described as follows:
Beginning on the southerly margin of Antioch Pike, at the corner of lots Nos. 54 and 55; thence with the line between said two lots, southwardly 125 feet to the corner of lots Nos. 53, 54 and 55; thence with the line between lots Nos. 53 and 54; westwardly 119.9 feet to the easterly margin of Mimosa Drive; thence with same, northwardly 106.6 feet to the beginning of a curve; thence around said curve with a radius of 25 feet, northeastwardly 39.3 feet to the southerly margin of Antioch Pike; thence with same, eastwardly 99 feet to the beginning.
Being the same property conveyed to C. M. Jolly and wife, Irma Sedberry Jolly, by deed from A. S. Johnson, of record in book 2152, page 575, said Register's Office.

This conveyance is made subject to easement for public utility purposes, building setback line, and conditions of owners certificate, as shown on plan in book 1835, pages 136, 137 and 138, Register's Office for said County, and restrictive covenant contained in an instrument executed by Clark Gower and wife, Leona Sanders Gower, dated February 2, 1950, filed February 14, 1950, and recorded in book 1788, page 795, Register's Office for said County, and restrictive covenants contained in an instrument executed by Southern Trust Company of Nashville, dated July 18, 1952, filed July 21, 1952, and recorded in book 2088, page 534, Register's Office for said County.