K 2447

INSTALLMENT DEED

FROM R. O. Mallernee et al

TO Robert C. Burke and wife, Ethel E. Burke

Attorneys Title Company
Title Guaranteed
NASHVILLE, TENN.

REGISTER'S OFFICE
STATE OF TENNESSEE
DAVIDSON COUNTY
Received for record 31 day of AUG A.D. 1955 at 2:23 o'clock P M.
Noted in Book 84 Page 462
Received in Book ____ Page ____
Recording Fee $ 2.50
JAMES P. WILSON, Register
By [illegible] D.C.

70108

CUMBERLAND REALTY COMPANY

INSTALLMENT DEED

For and in Consideration of the sum of Five Thousand Nine Hundred and No/100 - ($5,900.00) - - - - - - - - - - - - - - - - - - Dollars,

of which One Hundred Ninety Five and No/100 - - - - - - ($195.00) - - - - - - - Dollars,

has been paid in cash by Robert C. Burke and wife, Ethel E. Burke,

the receipt of which is hereby acknowledged, and for the remainder Five Thousand Seven Hundred Five and No/100 - - - - - - - - - - - - - ($5,705.00) - - - - - - - - - - - - - - - - Dollars,

the said Robert C. Burke and wife, Ethel E. Burke, hereby assume and agree to ~~xxxx~~ pay Two Thousand Seven Hundred Sixty Four and 94/100 dollars ($2,764.94), which is the present principal balance of a first mortgage secured by deed of trust to Louis Leftwich, Jr., Trustee, of record in Book ____, Page ____, Register's Office for Davidson County, Tennessee. AND FOR THE REMAINDER in the principal amount of $2,940.06 the said Robert C. Burke and wife, Ethel E. Burke, have executed THEIR ONE PROMISSORY NOTE OF EVEN DATE HEREWITH payable to the order of R. O. Mallernee and wife, Julia L. Mallernee, and Jack J. Cohen and wife, Bessie D.Cohen, in monthly installments as follows, namely: on the 16th day of June, 1955 the sum of $7.00, and thereafter a like amount on or before the 16th day of each succeeding month, to be applied to interest at the rate of 6% per annum, and when said first mortgage shall have been paid in full payments on this mortgage increase to $40.00 per 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, R. O. Mallernee and wife, Julia L. Mallernee, and Jack J. Cohen and wife, Bessie D. Cohen,

have this day bargained and sold, and do hereby transfer and convey unto the said Robert C. Burke and wife, Ethel E. Burke, their heirs and assigns,

certain real estate in Davidson County, Tennessee, as follows:

Being part of Lot No. 21 on the Plan of the Georgia Industrial Realty Company's Subdivision in North Nashville, as of record in Book 421, page 188, Register's Office for said County, described according to a survey made by W. W. Turner Company, Engineers, May 20, 1952 as follows:
Beginning on the westerly margin of 25th Avenue North, if extended, at a point 100 feet south of the southerly margin of Osage Street; thence with the westerly margin of said 25th Avenue North, south 9°25' east 50 feet to an iron pin; thence south 78°57' west 115 feet to an iron pin; thence north 3°30' west 50 feet to an iron pin; thence north 78°57' east 110 feet to the beginning.
Being the same property conveyed to R. O. Mallernee and wife, Julia L. Mallernee, and Jack J. Cohen and wife, Bessie D. Cohen, by deed from Bland E. Fitzpatrick and brother Lee Fitzpatrick, of record in Book 2393, Page 433, Register's Office for Davidson County, Tennessee.

G 626