K 2539

INSTALLMENT DEED

For and in Consideration of the sum of $2,631.86

Two Thousand Six Hundred Thirty One and 86/100 Dollars,

of which One Dollar Dollars,

has been paid in cash by Tommy C. Lytle and wife, Helen Lytle

the receipt of which is hereby acknowledged, and for the remainder part of the $2,630.86

Two Thousand Six Hundred Thirty and 86/100 Dollars,

the said Tommy C. Lytle and wife, Helen Lytle have assumed and agreed to pay the unpaid principal balance of one note executed by A. D. Hewlett and wife, Frances H. Hewlett, December 21, 1953, in the original principal sum of $2,900.00, payable to the order of Home Federal Savings & Loan Association of Nashville, in monthly installments of $47.50, the unpaid balance of said note as of this date being $2,082.72, and said note being secured by deed of trust to E. A. Goodloe, of record in Book 2230, page 11, Register's Office for Davidson County, Tennessee; the remaining balance of $548.14, the said Tommy C. Lytle and wife, Helen Lytle have executed their one promissory note of even date herewith payable to the order of A. D. Hewlett and wife, Frances H. Hewlett, in monthly installments as follows: the first two installments shall be for the sum of $50.00 each, and thereafter said installments shall be for the sum of $24.00, and said installments shall be due and payable on the 15th day of each month beginning June 15, 1956 and continuing thereafter on the same day of each month until said note and interest is paid in full. Interest at the rate of 6% per annum is due and payable monthly on the unpaid principal balance of said note, and all payments shall be credited first to interest and the remainder to principal until said debt is paid in full.

It is understood and agreed by and between the parties hereto if the said Tommy C. Lytle and wife, Helen Lytle fail to pay the payments on the note due Home Federal Savings & Loan Association of Nashville as they become due and they remain in default in payment on said note for a period of more than 30 days, then the lawful owner and holder of the note secured herein shall have the right and option to declare the said Tommy C. Lytle and wife, Helen Lytle in default under the agreements contained in this instrument and the Trustee shall have the right to exercise the power of sale contained in this instrument upon demand by the holder and owner after default in payment of the Home Federal note for a period of 30 days, the same as though the note secured hereby were in default.

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, A. D. Hewlett and wife, Frances H. Hewlett

have this day bargained and sold, and do hereby transfer and convey unto the said Tommy C. Lytle and wife, Helen Lytle, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

A lot or parcel of land at 1112 2nd Avenue, South, in the 15th ward of the City of Nashville, Davidson County, Tennessee, described as follows:

Beginning on the easterly margin of Second Avenue, South at the northwest corner of the property conveyed to M. A. Kerrigan by deed from Jennie B. Redmond, Trustee and individually, et al, of record in Book 535, page 207, Register's Office for said County, said point being 245 feet, 8 inches, more or less, north of the northerly margin of Chesnut Street; thence with the northerly line of said Kerrigan property eastwardly 180 feet, more or less, to the westerly margin of an alley; thence with said alley northwardly 29 feet 4 inches to the southeast corner of the property conveyed to Bennie Ed. Stewart and wife, by deed from Miss Jane Cockrill, of record in Book 1278, page 207, said Register's Office; thence with the southerly line of said Stewart property westwardly 180 feet, more or less, to the easterly margin of 2nd Avenue, South; thence with said Avenue southwardly 29 feet 4 inches to the point of beginning.

7- Jan 1955

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