K 2645

INSTALLMENT DEED

FROM Sam J. Warren and wife

37892

TO Richard F. Melton and wife

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

STATE OF TENNESSEE
DAVIDSON COUNTY
Rec'd for record this 11:35 A.M. day of Dec 30 1946
Fee $1.10
WILSON, Register
By J. Mayer D.C.

FORM 104

INSTALLMENT DEED J. R. WEST FORM

For and in Consideration of the sum of

Eight Thousand and no/100 ($8,000.00) - Dollars,

of which Five Hundred and no/100 ($500.00) - - - - - - - - - - - - - - - - - - Dollars,

has been paid in cash by Richard F. Melton and wife, Virginia Ann Melton

the receipt of which is hereby acknowledged, and for the remainder part of the Grantees assume and agree to pay the balance $4,491.13 of original indebtedness of $6,400.00 secured by ~~deed of trust executed by Cumberland Builders, Inc., to Herschel Greer, Trustee~~ dated December 30, 1946, and recorded in book 1437, page 512, Register's Office for Davidson County, Tennessee, and assume and agree to pay the balance of $772.22 of original indebtedness of $1,200.00 secured by deed of trust executed by Herbert J. Bingham and wife, to Herschel Greer, Trustee, dated January 2, 1947, and recorded in book 1438, page 465, Register's Office for Davidson County, Tennessee, and for the remainder $2,236.65, said parties have executed their one note of even date herewith, payable to grantors in monthly installments of $22.00 each, covering principal and interest at 5% per annum, and each of said installments as paid being applied first to payment of interest on said indebtedness and the balance to principal, and the first installment being due June 1, 1957 and the others on the 1st day of each month thereafter until said debt, principal and interest is paid in full, and providing for payment of attorney's fees in event of default, (and which installments are hereinafter referred to as notes)

~~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 Sam J. Warren and wife, Anna May Stone Warren,

have this day bargained and sold, and do hereby transfer and convey unto the said Richard F. Melton and wife, Virginia Ann Melton, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Being Lot No. 7 of Block "F" on the Plan of Inglewood Terrace, as of record in Book 1130, page 1, Register's Office for said County.
Said Lot No. 7 fronts 80 feet 1 inch on the southwesterly side of Golf Street and runs back 118 feet 11 inches on the northwesterly line and 123 feet 7 inches on the southeasterly line to a dead line, measuring 80 feet thereon.
Being the same real property conveyed to Sam J. Warren and wife, Ann May Stone Warren, by deed from Herbert J. Bingham and wife, dated January 20, 1953, filed January 20, 1953, and recorded in book 2106, page 537, said Register's Office.

This conveyance is made subject to ten-foot easement for public utilities along the southwesterly line, and 30-foot building setback line from Golf Street, as shown on plan in book 1130, page 1, Register's Office for Davidson County, Tennessee, and restrictive covenants contained in an instrument executed by R. W. Creighton, et al, of record in book 1066, page 437, said Register's Office.

PG 458