K 2739

INSTALLMENT DEED

FROM
Jewell L. Kingery et vir.

E. S. Kingery

TO
H. C. Toler et ux, Ruby Toler

Attorneys Title Company
Title Guaranteed

NASHVILLE, TENN.
REGISTER'S OFFICE
STATE OF TENNESSEE
DAVIDSON COUNTY
Received for record 26 day
of FEB A.D. 1958
at 1:10 o'clock P. M.
and duly recorded in Book 2739 Page 201
Recording Fee $.75
JAMES P. WILSON, Register
By [illegible] D.C.

F. Spiller Campbell, Jr.,
Attorney at Law
1202 Nashville Trust Bldg.
Nashville, Tenn. Phone: AL6651

FORM 80

INSTALLMENT DEED

For and in Consideration of the sum of

TWO THOUSAND FOUR HUNDRED AND NO/100 ($2,400.00) Dollars,

of which ONE ($1.00) Dollars,

has been paid in cash by H. C. TOLER and wife, RUBY TOLER

the receipt of which is hereby acknowledged, and for the remainder of TWO THOUSAND THREE HUNDRED NINETY-NINE AND NO/100 ($2,399.00) Dollars,

the said H. C. TOLER AND WIFE, RUBY TOLER have promised and agreed to pay at the rate of Sixty-Three and 50/100 ($63.50) Dollars per month, beginning March 1, 1958, said sum of $2,399.00, as evidenced by a promissory note executed by the grantees herein, bearing 6 % interest per annum ten(10) years after date, said monthly payments payable on the 1st day of each succeeding month thereafter until paid in full, with the grantee herein reserving the right and option to pay the sum of $2,399.00 in full ten (10) years after date and discharge this lien in full; And in further consideration that the grantees herein, H. C. Toler and wife, Ruby Toler, do hereby agree to assume and to pay in full the balance due in the amount of $4,706.41 at the present time to Home Federal Savings and Loan Association of Nashville, as stated in a deed of Trust, executed by Jewell M. Kingery et vir, E. S. Kingery, to E. A. Goodloe, Trustee, of record in Book 2585, Page 299, Register's Office for Davidson County, Tennessee, and dated February 13, 1957. It is further agreed that the escrow account with Home Federal in the grantors name in the amount of $67.34 is hereby transfered to the grantees herein.

It is further agreed with regard to the note in the amount of $2,399.00 that 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, JEWELL M. KINGERY and husband, E. S. KINGERY have this day bargained and sold, and do hereby transfer and convey unto the said H. C. TOLER and wife, RUBY TOLER, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Being the southerly 65 feet of Lot No. 42 on the Revised Plan of George W. Blair's Subdivision of Belmont Heights, as of record in Book 332, Page 117, Register's Office for said County.

Said part of Lot No. 42 fronts 65 feet on the westerly side of 18th. Avenue, South and runs back between parallel lines with the northerly margin of an alley 143 feet to an alley in the rear.

Being the same property conveyed to Jewell M. Kingery, by deed from Frank A. Haynie and wife, of record in Book 2015, page 445, said Register's Office.

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COPY OF RELEASE

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