K 3128

G-139203

INSTALLMENT DEED

For and in Consideration of the sum of Fourteen Thousand & No/100 - ($14,000.00) - - - - - - - - - - - - - - - - - Dollars,

of which Five Thousand & No/100 - Dollars,

has been paid in cash by Bernie Geringer and wife, Ethel M. Geringer,

the receipt of which is hereby acknowledged, and for the remainder Nine Thousand & No/100 - - - - - - - - - - - (9,000.00) - - - - - - - - - - - - - - - - - - Dollars,

the said Bernie Geringer and wife, Ethel M. Geringer have assumed and agreed to pay the unpaid balance on a debt in the amount of Forty Two Hundred Three & 08/100 ($4,203.08) Dollars, secured by deed of trustexecuted by Betty Jean McDaniel Smith and husband, to Albert H. Thomas, Trustee, of record in Book 2937, Page 95, Register's Office, Davidson County, Tenn. Said note is dated June 12, 1959 in the original sum of $4,750.00, with interest at 6% per annum, both principal and interest payable $62.43 monthly; and for the remainder Forty Seven Hundred Ninety Six & 92/100 ($4,796.92) Dollars, Bernie Geringer and wife, Ethel M. Geringer, have executed their joint promissory note, dated August 29, 1960, payable in monthly installments in the amount of Fifty Three & 29/100 ($53.29) Dollars, payable to Betty Jean McDaniel Smith and husband, E. N. Smith. This note bears interest at 6% per annum and said payments are to be credited first to interest and balance to principal. The first payment will be due October I, 1960 and the others monthly and consecutively until 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, Betty Jean McDaniel Smith and husband, E. N. Smith

have this day bargained and sold, and do hereby transfer and convey unto the said Bernie Geringer and wife, Ethel M. Geringer, their heirs and assigns,

certain real estate in Davidson County, Tennessee, as follows: Being Lot No. 5 on the Map of Jno. B. Cowden's First Subdivision of the 49 acre tract, not of record, described according to a survey made by John M. Sullivan, Surveyor, Jan. 21, 1946 as follows:

BEGINNING on the southerly margin of Charlotte Road, at a point 227.I feet east of the easterly margin of Cowan Avenue, said point being the corner of Lots Nos. 5 and 6; thence with the southerly margin of said Road, eastwardly 89.4 feet to the corner of Lots Nos. 4 and 5; thence with the line between said two lots, southwardly 187 feet; thence South 66 degrees 28' West 88.9 feet to the corner of Lots Nos. 5 and 6; thence with the line between said two lots, northwardly 187 feet to the point of beginning.

Being the same property conveyed to Betty Jean McDaniel, now Smith, by deed from James V. Hall and wife, as of record in Book 2034, Page 27, said Register's Office.

It is understood and agreed that Betty Jean McDaniel Smith and Betty Jane McDaniel Smith are one and the same person.

The Grantors warrant that the main water pipe running thru the above described property has been abandoned and its use discontinued and that there no longer exists a right of way or easement for said water pipe as provided in the instrument of record in Book 1368, Page 75, said Register's Office.

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