BK 3133

INSTALLMENT DEED

For and in Consideration of the sum of TEN THOUSAND, NINE HUNDRED, FIFTY AND 00/100 ($10,950.00) - Dollars, of which THREE HUNDRED, FIFTY AND ($350.00) 00/100 - - - - - - - Dollars, has been paid in cash by Clarance Stone and wife, Frances Allen Stone, the receipt of which is hereby acknowledged, and for the remainder TEN THOUSAND, SIX HUNDRED AND ($10,600.00) 00/100 - - - - - - - - - - - - - - - - Dollars, the said Clarence Stone and wife, Frances Allen Stone, have agreed to assume and pay the balance due and owing of the debt secured by an instrument executed by Randall Phillips and wife, to Vaden Lackey, Jr., Trustee, as of record in Book 3108, page 269, to secure Fidelity Federal Savings & Loan Association, a note dated July 15, 1960, with interest at 5% and service fee of 1% per annum. By an instrument of record in Book 3138, page 197, the above debt was extended to $8200.00, with interest and service fee, payable $52.84 per month, beginning Oct. 1, 1960; and the said Clarence Stone and wife, Frances Allen Stone, have executed their joint and several note of even date herewith in the principal sum of $2,400.00. Said note is payable to the order of RANDALL PHILLIPS and is payable at the rate of $15.47 per month, beginning on the 1st. day of November, 1960, and monthly thereafter in a like amount, on the same day of each succeeding month until paid in full. Said payments include interest at the rate of 6% per annum.

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, RANDALL PHILLIPS and wife, LOUISE T. PHILLIPS, have this day bargained and sold, and do hereby transfer and convey unto the said CLARENCE STONE and wife, FRANCES ALLEN STONE, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Being Lot No. 2 on the Plan of Swinging Bridge Heights, as of record in Book 2854, page 114, Register's Office for said County, and described as follows:
BEGINNING at a point in the southwesterly margin of Swinging Bridge Road, at the corner of Lots Nos. 1 and 2; thence with the line between said lots, southwesterly 150 feet to the northeasterly line of Lot No. 26; thence with the line between Lots Nos. 2 and 26, northwesterly 100 feet to a point in the southeasterly margin of Hiller Drive; thence with the margin of the same, northeasterly 125 feet to a point at the beginning of a curve; thence around said curve, easterly 39.27 feet to a point in the southwesterly margin of Swinging Bridge Road; thence with the margin of the same, southeasterly 75 feet to the point of beginning.
Being part of the property conveyed to Randall Phillips and wife, Louise T. Phillips, by deed from The Nashville Industrial Corporation, as of record in Book 3073, page 122, said Register's Office.

This conveyance is made subject to the following, to-wit:

"Restrictions recorded Aug. 12, 1960, in Book 3104, page 313."

"The recorded plan shows an Owner's certificate, a 40-foot set-back line from Swinging Bridge Road, and from Hiller Drive, a 10-foot easement along the southwesterly side line of the lot; an overhang easement from the monument in the southwesterly margin of Swinging Bridge Road, at the intersection of Hiller Drive, and extending southwesterly to a monument in the southeasterly margin of Hiller Drive, at the corner of Lots Nos. 2 and 26 on said plan; and an cnchor easement 2½x30 feet on Hiller Drive, at the corner of Lots Nos. 2 and 26 on said plan."

PG 164