FIDELITY FEDERAL SAVINGS AND LOAN ASSOCIATION OF NASHVILLE

INSTALLMENT DEED

FROM

RANDALL PHILLIPS, ET UX

TO

SAMUEL Y. MAXWELL, ET UX

9666

Attorneys Title Company
Titles Guaranteed

REGISTER'S OFFICE
STATE OF TENNESSEE
DAVIDSON COUNTY
Received for record ... day ... A.D. 1960 ... o'clock ... M.
Noted in Book ... Page ...
Recorded in Book ... Page ...
Recording Fee ...
JAMES R. WILSON, Register

For and in Consideration of the sum of TEN THOUSAND, NINE HUNDRED, FIFTY AND ($10,950.00) 00/100 - Dollars,

of which THREE HUNDRED, FIFTY AND- ($350.00) 00/100 - - - - - - - Dollars,

has been paid in cash by Samuel Y. Maxwell and wife, Louise Maxwell,

the receipt of which is hereby acknowledged, and for the remainder TEN THOUSAND, SIX HUNDRED AND ($10,600.00) 00/100 - - - - - - - - - - - - - - - - Dollars,

the said Samuel Y. Maxwell and wife, Louise Maxwell, have agreed to assume and pay the debt secured by an instrument executed by Randall Phillips and wife, to Vaden Lackey, Jr., Trustee, as of record in Book 3113, page 633, to secure Fidelity Federal Savings & Loan Association, a note dated August 16, 1960, for the sum of $9,100.00, with interest at 5% per annum; and by instrument of record in Book 3139, page 417, the said loan was extended to $8,200.00, to reduce the payments to $52.84 per month; and the said Samuel Y. Maxwell and wife, Louise Maxwell have executed their one 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 October, 1960, and continuing monthly in the same amount, on the same day of each succeeding month thereafter, 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 SAMUEL Y. MAXWELL and wife, LOUISE MAXWELL, their - - - - - - - - heirs and assigns,

certain real estate in Davidson County, Tennessee, as follows:

Being Lot No. 33 on the Plan of Swinging Bridge Heights, as of record in Book 2854, page 114, Register's Office for said County.

Said Lot No. 33 fronts 65 feet on the northwesterly side of Hiller Drive, and runs back 185.93 feet on the northeasterly line and 191.87 feet on the southwesterly line, to a dead line in the rear on which it measures 67.64 feet.

Being part of the property conveyed to Randall Phillips and wife, 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 Hiller Drive, a 10-foot easement for public utilities along the southwesterly side line and the northwesterly rear line of the lot; an anchor easement 2½x30 feet on Hiller Drive, at the most southerly front corner of the lot."