K 3532

INSTALLMENT DEED

FORM 1002

FOR AND IN CONSIDERATION OF the sum of - - - - ($5,932.24) - - - - - - - - - - - -
Five Thousand Nine Hundred Thirty Two and 24/100 - - - - - - DOLLARS
of which $ 295.00 has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantees have executed their promissory note in the sum of $5637.24, of even date herewith, which said note is payable to the order of Abe Rosenberg or Tillie Rosenberg. Said note provides for the payment of attorney's fees, if placed in the hands of an attorney for collection. Said note is payable in monthly installments of $22.37 each, including interest. The first payment of $22.37 is due and payable on the 20th day of May, 1963, and a like payment is due and payable on the 20th day of each month thereafter until 252 monthly payments have been made. It being expressly understood and agreed that no reduction will be made in event said note is paid prior to maturity and, further, the grantees herein shall pay their own taxes and insurance from and after the date of this instrument.

and providing for payment of attorney's fees, and to secure the payment of said note or notes, principal and interest, and attorney's fees, a lien is expressly retained on the land herein conveyed.

Abe Rosenberg and Tillie Rosenberg,

hereinafter called the grantors, have this day bargained and sold, and do hereby transfer and convey unto

Raymer Bennett and wife, Susie Bennett,

herein called grantees, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Being part of Lot No. 15 on the Map of Sarah McIntosh's Subdivision of certain lots in Old Daniel Young's Tract, as of record in Book 332, page 71, Register's Office for Davidson County, Tennessee; described according to a survey made by Watkins and Murry, Surveyors, April 18, 1947, revised March 20, 1948, as follows:

Beginning at a point in the southerly margin of Stokers Lane, which is 216 feet, more or less, west of the center of Old Buena Vista Pike; thence southwardly 100 feet, more or less, to the northerly line of the property conveyed to Lee F. Copeland and wife, by deed from T. A. Seibert and wife, of record in Book 1580, page 73, R.O.D.C., Tenn; thence eastwardly along Copeland's northerly line 80 feet, more or less; thence northwardly 100 feet, more or less, to the southerly margin of Stokers Lane; thence westwardly along said margin 100 feet to the point of beginning. Together with water rights in and to a well and pump located on property adjoining to the east.

Being the same real property conveyed to Abe Rosenberg et ux., by deed from Merion N. Huffines et ux., of record in Book 2957, page 232, Register's Office for Davidson County, Tennessee.

TO HAVE AND TO HOLD the said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said grantees, their heirs and assigns forever. We covenant that we are lawfully seized and possessed of said real estate in fee simple, have a good right to convey it, and that the same is unencumbered.

We further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to the said real estate to said grantees, their heirs and assigns, against the lawful claims of all persons.

AND NOW, for the purpose of better and more effectually securing the payment of said lien notes, and rendering unnecessary court proceedings for the enforcement of said lien in the event of the non-payment of said notes, as they mature, as hereinafter provided, and for the consideration of one dollar, to us in hand paid, we, the said grantors herein do hereby transfer and convey unto Morris Levine, Trustee, his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title and interest thereto belonging, for the purposes aforesaid, only. We, the said grantees do hereby agree to keep all buildings now on, or to be hereafter erected on said property, insured in some reliable fire insurance company or companies for at least the sum of $ 2,000.00 until the notes herein secured are fully paid, [illegible]

[illegible] as follows:

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