K 3619

NOTE AND MORTGAGE

FOR AND IN CONSIDERATION of the sum of Twenty-five Hundred ($2500.00) DOLLARS

at which 100.00 has been paid to the mortgagor hereinafter named, the receipt of which is hereby acknowledged, and for the purchase of the said property Jerry Costa, the undersigned, his personal note in the principal sum of Twenty-four Hundred ($2400.00) Dollars of even date herewith, which note is payable to the order of Maude L. Merritt, said note being payable in monthly installments of One Hundred ($100.00) Dollars each, plus interest, at the rate of 6% per annum on the unpaid principal balance. Monthly payments are to be applied first to the payment of interest on the principal, or so much thereof as shall from time to time remain unpaid, and the balance to be applied to the payment of principal until the entire amount is paid in full. The first payment of One Hundred (100.00) Dollars is due and payable on September 5, 1963, and thereafter on or before the 5th day of each succeeding month until full payment is made

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. I, Maude L. Merritt,

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

Jerry Costa

hereinafter called grantee, his heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

A tract of land in the 3rd Civil District of Davidson County, Tennessee, described according to the copy of a survey made by Hickerson and Hickerson, Engineers, dated July 22, 1963, as follows:

Beginning at an iron pin in the southerly margin of Cloverneck Drive approximately 209.5 feet from Lebanon Road; thence south 39° west 56 minutes 92.9 feet to an iron pin; thence south 49° west 32 minutes 46.0 feet to an iron pin; thence south 3° west 43 minutes 114.0 feet to an iron pin; thence north 84° west 40 minutes 154.7 feet to a point; thence north 41° east 00 minutes 315.1 feet to a point; thence south 49° east 00 minutes 93.1 feet to the beginning.

Being the same property conveyed to Maude L. Merritt by John F. Logue by deed in Book 489, page 408, Register's Office of Davidson County.

TO HAVE AND TO HOLD the said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said grantee, his 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 the same is unencumbered, except as to taxes for the year 1963 and subsequent years, and except as to [illegible] of record.

AND NOW, for the purpose of better and more effectually securing the payment of said loan, note, and reasonable attorney's fees, according to the tenor and effect of the true intent and meaning of said notes, as hereinbefore provided, and for the consideration of one dollar, to us in hand paid by the said grantee, hereby do hereby transfer and convey unto John L. Merritt, Trustee, his successor and assigns, all of the above described property, together with all improvements, estate, title and interest thereto belonging, to have and to hold the same, with all the appurtenances thereunto belonging, to the said Trustee, his successor and assigns forever, in trust, however, for the following uses, purposes and conditions, to-wit:

PG 415