K 3641

Parcel No. G-10105 445 Moncrief Ave. (Improved)
Tax Notices to:
Howard Z. Alsup, 449 Moncrief Ave.
Goodlettsville, Tenn.

INSTALLMENT DEED

FOR AND IN CONSIDERATION OF the sum of $7,950.00
Seven Thousand Nine Hundred Fifty and No/100 DOLLARS
of which $ 500.00 has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and the
the remainder the said grantees have executed their one joint note of even date herewith payable
to the Grantors in monthly installments of $60.00 including interest at the rate of
6%, with first payment due November 5, 1963.

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.

W. C. MONCRIEF & COMPANY, INC. a Tennessee Corporation

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

HOWARD Z. ALSUP and wife DOROTHY C. ALSUP

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

A tract of land in the 10th Civil District and the City of Goodlettsville described according to a survey by Stephen A. Draper, Surveyer, September 22, 1960 as follows:

Being the east part of Lot # 51 of Moncriefs Subdivision of the Allen Mathes lands, beginning at a point in the margin of Moncrief Avenue and running back with Lot # 50, 289 feet to a point, then in a northerly direction bisecting Lot # 51, 101 feet to a point, then with Lot # 52, 276 feet to the margin of Moncrief Ave. then with Moncrief Avenue, 100 feet to the point of beginning.

Being part of the same property conveyed to W. C. Moncrief, & Company, Inc. by deed of record in Book 1005, page 496, Register's Office for Davidson County, Tennessee.

Subject to easements and restrictions of record.

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 unincumbered.

We hereby 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 [illegible] note, and rendering unnecessary court proceedings for the enforcement of said lien in the event of the non-payment of said notes, or any thereof, at [illegible] provided, and for the consideration of one dollar to us in hand paid, we, the said grantors hereby do hereby transfer and convey unto W. C. Moncrief
[illegible] for the purpose aforesaid, with 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 insurable value, the [illegible] herein, and to assign the policy or policies thereof to the holder of said notes, and to deliver the same to him, and in case of failure so to do, the holder of said notes may procure such insurance at the cost of the undersigned, and the amount so paid shall be [illegible] and shall bear interest from the date of payment at the rate of 6% per annum, and shall be secured by the lien hereby retained on said property, and the holder of said notes may, at his option, declare the whole of said notes due and payable, and proceed to collect the same by foreclosure of the lien hereby retained on said property, or by suit at law, or both, at the election of the holder of said notes. And in case of default in the payment of any of said notes, or any part thereof, or any interest thereon, when due, or in the performance of any of the covenants herein contained, the holder of said notes may, at his option, declare the whole of said notes due and payable, and proceed to collect the same by foreclosure of the lien hereby retained on said property, or by suit at law, or both, at the election of the holder of said notes. And in case of default in the payment of any of said notes, or any part thereof, or any interest thereon, when due, or in the performance of any of the covenants herein contained, the holder of said notes may, at his option, declare the whole of said notes due and payable, and proceed to collect the same by foreclosure of the lien hereby retained on said property, or by suit at law, or both, at the election of the holder of said notes.

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