BK 3675

15 9378

INSTALLMENT DEED

FROM

Julia L. Mallernee, a widow

TO

Winford Craig Johnson and wife

Evelyn Vester Johnson

Attorneys Title Company
Titles Guaranteed

NASHVILLE, TENN.

REGISTER'S OFFICE
STATE OF TENNESSEE
DAVIDSON COUNTY

Received for record 21 day of JAN A.D. 1964 at 3:16 o'clock P M.
Noted in Book 117 Page 733
Recorded in Book ______ Page ______
Recording Fee $ 2.50
[illegible signature], Register
By [illegible signature] Deputy Reg.

CUMBERLAND REALTY COMPANY

For and in Consideration of the sum of Twelve Thousand Five Hundred and No/100 - ($12,500.00) - - - - - - - - - - - - - - - Dollars, of which Four Hundred Ninety Five and No/100 - - - - - - ($495.00) - - - - - - - Dollars, has been paid in cash by Winford Craig Johnson and wife, Evelyn Vester Johnson, the receipt of which is hereby acknowledged, and for the remainder Twelve Thousand Five and No/100 - - - - - - - - - - - - - - - - - - ($12,005.00) - - - - - - - - - - - - Dollars, the said Winford Craig Johnson and wife, Evelyn Vester Johnson, have executed THEIR ONE PROMISSORY NOTE OF EVEN DATE HEREWITH payable to the order of Julia L. Mallernee in monthly installments as follows, namely: on the 15th day of February, 1964 the sum of $69.50, and thereafter a like amount on or before the 15th day of each succeeding month, to be applied first to payment of interest at the rate of 6% per annum on the principal sum or so much as shall from time to time remain unpaid, and the balance to be applied to payment of the principal sum until the entire amount, both principal and interest, has been paid in full.

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, I, Julia L. Mallernee, a widow,

have this day bargained and sold, and do hereby transfer and convey unto the said Winford Craig Johnson and wife, Evelyn Vester Johnson, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Land in Davidson County, Tennessee, being the northwesterly part of Lot No. 12 on the Plan of the Subdivision of the Ed Baxter Property, not of record, described according to a copy of a survey by Hickerson & Hickerson, Engineers, January 10,1964 as follows:
BEGINNING at an iron pin in the southerly margin of Baxter Avenue at the northwest corner of the property conveyed to James R. Read and wife, by deed of record in Book 2639, page 169, Register's Office for Davidson County, Tennessee; thence with Read's westerly line, South 5° West 337.0 feet to an iron pin, Read's southwest corner; thence with Read's south line, North 87°15' East 26.0 feet to an iron pin; thence leaving his line, South 5° West 130.2 feet to an iron pin in the edge of a creek; thence North 85° West 200.0 feet to a stake in a fence post, the common corners of Lots 11, 12, 18 and 19; thence with an old wire fence, the line between Lots 11 and 12, North 5° East 463.8 feet to an iron pin in the southerly margin of Baxter Avenue; thence with said margin of said Avenue, South 85° East 174.0 feet to the point of beginning, containing 2.0 acres more or less.
BEING part of the same property conveyed to R. O. Mallernee and wife, Julia L. Mallernee, by deed from Thomas W. Goodloe, and wife, of record in Book 1510, page 565, Register's Office for Davidson County, Tennessee. The said R. O. Mallernee having since died.
This conveyance is made subject to a 10 foot easement for water line granted Emma Vaughn Fort of record in Book 2290, page 217, Register's Office for Davidson County, Tennessee, along the westerly line of the subject tract:
This conveyance is also made subject to two easements of 10 feet in width each reserved over the property adjoining the subject tract to the east for water lines and electrical power lines as set forth in Book 2639, page 169, Register's Office for Davidson County, Tennessee.
An easement 10 feet in width is reserved over the subject property along the present existing electrical power lines located on subject property for the purpose of furnishing electricity to the [illegible] by the grantor herein and located on the Southeasterly part of Lot No. 11 [illegible] said easement to terminate at such time [illegible] located on Hill [illegible] subject property.

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