INSTALLMENT DEED

Book No. 1307

FOR AND IN CONSIDERATION of the sum of ELEVEN HUNDRED AND 00/100 (1100.00) DOLLARS

of which TWO HUNDRED AND 00/100 (200.00) DOLLARS has been paid in cash by

WILLIE THOMAS KIRBY AND WIFE DELLA KIRBY, the receipt of which is hereby acknowledged, and for the remainder

NINE HUNDRED AND 00/100 (900.00) DOLLARS

the said WILLIE THOMAS KIRBY AND WIFE DELLA KIRBY HAVE EXECUTED THEIR ONE PRINCIPAL PROMISSORY NOTE IN THE SUM OF NINE HUNDRED AND 00/100 DOLLARS, ($900.00), WITH INTEREST AT SIX PER CENT FROM DATE OF DEED, WHICH INTEREST HAS BEEN COMPUTED AND ADDED INTO THE FACE OF SAID NOTE OR PAYMENTS. SAID NOTE IS AMORTIZED OVER A PERIOD OF 84 MONTHS AND PAYMENTS OF $13.15 EACH, THE FIRST PAYMENT FALLING DUE AND PAYABLE ON APRIL 3, 1945 AND ONE OTHER ON THE 3RD OF EACH SUCCEEDING MONTH THEREAFTER UNTIL ALL ARE PAID. SAID 84 PAYMENTS WILL LIQUIDATE BOTH PRINCIPAL AND INTEREST WHEN THE SAID PAYMENTS ARE ALL MADE, ALL OF SAID PAYMENTS ON SAID NOTE OF SAID NOTE IS MADE PAYABLE TO B.R. KENNEDY, AND

...clare that I am the true and lawful holder of the claim secured by the ... within recorded, and hereby acknowledge the satisfaction thereof and discharge of the li... to secure the same in full. This 9 day of April 1951.

Attest: T. J. Wilson Jr. DEPUTY REGISTER

B.R. Kennedy

PAYMENTS MATURITY

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's fees, a lien is expressly retained on the land herein conveyed

WE, B.R. KENNEDY AND WIFE EVA C. KENNEDY

have this day bargained and sold, and do hereby transfer and convey, unto the said WILLIE THOMAS KIRBY AND WIFE, DELLA KIRBY, THEIR

heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

BEING LOTS NOS.46 & 47 ON THE MAP OF W.J. MYERS SUBDIVISION, OF LOTS NOS.5,8,& 9 AND PART OF 12 IN MAXEY'S ADDITION TO BROWNSVILLE, AS OF RECORD IN BOOK 332, PAGE 66, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE.

SAID LOTS NOS.46 AND 47 FRONT 50 FEET EACH ON THE WESTERLY SIDE OF ROCK CITY AVENUE, AND RUN BACK BETWEEN PARALLEL LINES 150 FEET TO AN ALLEY.

BEING THE SAMRE PROPERTY CONVEYED TO B.R. KENNEDY BY DEED OF RECORD IN BOOK NO.785 PAGE 724, SAID REGISTER'S OFFICE.

IN ADDITION TO THE AGREEMENT CONTAINED IN THE NOTE HEREINAFTER DESCRIBED THE GRANTEES HEREUNDER ALSO AGREES TO PAY TO THE HOLDER OF SAID NOTE, EACH MONTH, (1/12) ONE-TWELFTH OF THE ESTIMATED ANNUAL AGGREGATE OF STATE & COUNTY TAX AND PREMIUMS FOR FIRE & WINDSTORM INSURANCE WHICH SAID GRANTEES ARE REQUIRED TO PAY AS HEREINAFTERWARDS PROVIDED, AND FOR THE SUMS SO PAID THE HOLDER OF SAID NOTES SHALL PAY TAXES AND INSURANCE AS THEY MATURE; AND THE RIGHT OF THE HOLDER OF SAID NOTES TO SECURE A DEFAULT AND FORECLOSURE SHALL EQUALLY APPLY TO DEFAULT OR DEFAULTS IN THE PAYMENT OF TAXES OR INSURANCE PREMIUMS.

TO SECURE THE PAYMENT OF SAID NOTE, PRINCIPAL AND INTEREST, ATTORNEY&S FEES, TAXES AND INSURANCE PREMIUMS, A LIEN IS EXPRESSLY RETAINED ON THE LAND HEREIN CONVEYED.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said WILLIE THOMAS KIRBY AND WIFE, DELLA KIRBY, THEIR heirs and assigns, forever, WE covenant that WE AREE lawfully seized and possessed of said real estate in fee simple, have 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 said real estate to said WILLIE THOMAS KIRBY AND WIFE, DELLA KIRBY, 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 nonpayment of said notes as they mature, as hereinafter provided, and for the consideration of One Dollar to US in hand paid WE, the said WILLIE THOMAS KIRBY AND WIFE, DELLA KIRBY do hereby transfer and convey unto B. ROY KENNEDY, UR, Trustee, his successors and assigns, the real estate herein before described, with the appurtenances, estate, title, and interest thereto belonging, for the purposes aforesaid only.