INSTALLMENT DEED

Book No. 1307

FOR AND IN CONSIDERATION of the sum of FIVE THOUSAND ($5,000.00) DOLLARS

of which TWO THOUSAND ($2,000.00) DOLLARS has been paid in cash by

R. D. PHILLIPS AND DOVIE PHILLIPS , the receipt of which is hereby acknowledged, and for the remainder

OF THREE THOUSAND ($3,000.00) DOLLARS

the said R. D. PHILLIPS AND DOVIE PHILLIPS HAVE EXECUTED THEIR FIVE PROMISSORY NOTES FOR

$600.00 EACH, ALL OF SAID NOTES ARE OF EVEN DATE HEREWITH, ARE PAYABLE TO THE ORDER

OF J. E. ACUFF, THE FIRST OF SAID NOTES IS DUE ONE YEAR AFTER DATE, AND THEN ONE NOTE

IS DUE EACH YEAR THEREAFTER, SAID NOTES ARE PAYABLE ON OR BEFORE THEIR DATES OF MATURITY,

FIVE

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, J. E. ACUFF AND WIFE, TINA I. ACUFF

have this day bargained and sold, and do hereby transfer and convey, unto the said R. D. PHILLIPS AND WIFE, DOVIE

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

A TRACT OF LAND IN THE 8TH, FORMERLY THE 13TH, CIVIL DISTRICT OF DAVIDSON COUNTY, TENNESSEE, AND PARTLY IN THE 12TH WARD OF THE CITY OF NASHVILLE, DESCRIBED AS FOLLOWS: BEGINNING ON THE SOUTHWESTERLY MARGIN OF MORROW ROAD AT THE NORTHEAST CORNER OF THE PROPERTY CONVEYED TO THEO. R. COOK BY DEED FROM NASHVILLE TRUST COMPANY OF RECORD IN BOOK 919, PAGE 473, R.O.D.C. TENNESSEE; THENCE WITH THE SOUTHWESTERLY MARGIN OF SAID ROAD, SOUTHEASTWARDLY 400 FEET TO THE NORTHWEST CORNER OF THE PROPERTY CONVEYED TO G. W. TYLER AND WIFE, BY DEED FROM BRANSFORD REALTY COMPANY, OF RECORD IN BOOK 900, PAGE 11, SAID REGISTER'S OFFICE; THENCE WITH TYLER'S WESTERLY LINE, SOUTHWARDLY 1330 FEET TO THE CENTER OF RICHLAND CREEK; THENCE SOUTHWESTERLY AND NORTHWESTERLY DOWN SAID CREEK AND WITH THE CENTER THEREOF 400 FEET, MORE OR LESS, TO THE SOUTHEAST CORNER OF THE COOK TRACT; THENCE WITH COOK'S EASTERLY LINE, NORTHWARDLY 1478 FEET TO THE BEGINNING, CONTAINING 13.23 ACRES, MORE OR LESS, AND BEING THE SAME PROPERTY CONVEYED TO J. E. ACUFF ET UX BY DEED OF RECORD IN BOOK 1258, PAGE 501, R.O.D.C. TENNESSEE.

THE ABOVE CONVEYANCE IS SUBJECT TO THE EASEMENT FOR ELECTRIC POWER LINE MADE BY THE NASHVILLE TRUST CO., TO THE TENNESSEE ELECTRIC POWER COMPANY OF RECORD IN BOOK 1021, PAGE 10, R.O.D.C. TENNESSEE

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said R. D. PHILLIPS AND WIFE, DOVIE PHILLIPS, AND THEIR heirs and assigns, forever, WE covenant that WE ARE lawfully seized and possessed of said real estate in fee simple, have good right to convey it, and that the same is unencumbered. EXCEPT FOR TAXES FOR 1945, WHICH ARE ASSUMED BY THE CONVEYEE HEREIN.

WE further covenant and bind OURSELVES, OUR heirs and representatives, to warrant and forever defend the title to said real estate to said R. D. PHILLIPS AND DOVIE PHILLIPS AND 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 R. D. PHILLIPS AND DOVIE PHILLIPS

do hereby transfer and convey unto JASPER F. ACUFF , 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.