NUMBER 69140 RECORDED AUG. 27, 1946 185

BENTON LORING, ET UX---TO--- DONALD KIMBEL, ET UX.

INSTALLMENT DEED

Book No. 1414

FOR AND IN CONSIDERATION of the sum of FOUR THOUSAND TWO HUNDRED ($4,200.00)--------- DOLLARS of which SEVEN HUNDRED FIFTY ($750.00)------ DOLLARS has been paid in cash by DONALD KIMBEL AND WIFE, RUTH ELIZABETH KIMBEL, the receipt of which is hereby acknowledged, and for the remainder THREE THOUSAND FOUR HUNDRED FIFTY ($3,450.00)------- DOLLARS the said DONALD KIMBEL AND WIFE, RUTH ELIZABETH KIMBEL, HAVE EXECUTED AND DELIVERED THEIR PROMISSORY INSTALLMENT LIEN NOTE OF EVEN DATE HEREWITH FOR THAT AMOUNT PAYABLE TO BENTON LORING OR ORDER. SAID NOTE IS DUE IN INSTALLMENTS OF TWENTY FIVE ($25.00) DOLLARS EACH PAYABLE MONTHLY ON THE 20TH DAY OF EACH AND EVERY MONTH ~~HEREAFTER.~~ OUT OF SAID $25.00 INSTALLMENTS THE ACCRUED INTEREST AT 6 PER CENT WILL BE FIRST DEDUCTED AND THE BALANCE APPLIED ON THE PRINCIPAL.

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 WE, BENTON LORING AND WIFE, BECKIE LORING, have this day bargained and sold, and do hereby transfer and convey, unto the said DONALD KIMBEL AND WIFE, RUTH ELIZABETH KIMBEL, THEIR heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

BEING LOT NO.101 ON THE PLAN OF THE BENEDICT LAND COMPANY'S SUBDIVISION OF THE LINDSLEY TRACT, AS OF RECORD IN BOOK NO.332, PAGE 40, R.O. D.C. TENNESSEE.

SAID LOT NO.101 FRONTS 50 FEET ON THE WESTERLY SIDE OF STOCKELL STREET AND RUNS BACK BETWEEN PARALLEL LINES 176 FEET, MORE OR LESS, TO AN ALLEY.

BEING THE SAME PROPERTY CONVEYED TO BENTON LORING BY DEED FROM MRS. BECKIE LORING OF RECORD IN BOOK 1345, PAGE 393, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE.

I declare that I am the true and lawful holder of the claim secured by the [illegible] recorded, and hereby acknowledge the satisfaction thereof and discharge of the lien to secure the same in full. This 30 day of July 1962

Attest: John Reynolds DEPUTY REGISTER

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said DONALD KIMBEL AND WIFE, RUTH ELIZABETH KIMBEL, 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 unencumbered.

WE further covenant and bind OURSELVES, OUR heirs and representatives, to warrant and forever defend the title to said real estate to said DONALD KIMBEL AND WIFE, RUTH ELIZABETH KIMBEL, 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 DONALD KIMBEL AND WIFE, RUTH ELIZABETH KIMBEL, do hereby transfer and convey unto J. B. WATSON, JR., 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.