For and in Consideration of the sum of Twenty-two Hundred Fifty and No/100----------
----------($2250.00)----------Dollars,
of which Six Hundred and No/100----------($600.00)----------Dollars,
has been paid in cash by Wallace B. Spain and wife, Mary B. Spain,
the receipt of which is hereby acknowledged, and for the remainder Sixteen Hundred fifty and No/100
----------($1650.00)----------Dollars;
the said Wallace B. Spain and wife, Mary B. Spain, have assumed and agree to pay an unpaid balance of $512.00 on a loan held against Tract No. 1 by George Hutchison, the payment of $16.00 plus interest on unpaid balance being due January 28, 1948 and monthly thereafter until paid. Also have assumed and agree to pay a balance of $382.00 on a loan held against Tract No. 2 by George Hutchison, the payment of $12.00 plus interest on the unpaid balance being due February 1, 1948 and monthly thereafter until paid. For the remainder of $756.00 the said Wallace B. Spain and wife, Mary B. Spain, have executed their one joint note of even date herewith payable to the order of Charles F. Roberts, Sr., and wife, Bettie L. Roberts, said note being payable in 76 monthly installments, 75 of $10.00 each and one of $6.00, plus interest at 6% making the first payment amount to $13.78 with each payment decreasing 5¢ and the last payment amounting to $6.03. The first payment will be due March 2, 1948 and one on the same day of each succeeding month until all are paid. This note to constitute a second lien on both tracts herein conveyed,

all of said notes bearing six per cent interest from date of maturity, 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, Charles F. Roberts, Sr., and wife, Bettie L. Roberts,

have this day bargained and sold, and do hereby transfer and convey unto the said

Wallace B. Spain and wife, Mary B. Spain, their heirs and assigns,

certain real estate in Davidson County, Tennessee, as follows:

Tract No. 1: Being the westerly 41 feet of the southerly 100 feet of lot No. 13 of Block 4 on the map of Cherokee Park Subdivision, as of record in book 161, page 75, Register's Office for said County, being lot No. 6 on the unrecorded plan of the subdivision of lots Nos. 7, 9, 11, and 13 of Block No. 4 on said map of Cherokee Park, described according to a survey made by Z. J. Wilkinson, Surveyor, May 16, 1946, as follows:

Beginning on the northerly margin of Morrow Road at a point 319 feet west of the westerly margin of 61st Avenue North; thence with said Road, westwardly 41 feet; thence at right angles, northwardly 100 feet; thence at right angles, eastwardly 41 feet; thence at right angles, southwardly 100 feet to the beginning.

Being the same property conveyed to Charles F. Roberts, Sr., and wife, Bettie L. Roberts, by deed from George Hutchison and wife, of record in book 1392, page 178, said Register's Office.

Tract No. 2: Being the northerly 50 feet of lot No. 13 and the westerly 27 feet of the northerly 50 feet of lot No. 11 of block No. 4 on the map of Cherokee Park Subdivision, as of record in book 161, page 75, Register's Office for said County, being lot No. 7 on the unrecorded plan of the subdivision of lots Nos. 7, 9, 11 and 13 of block No. 4 on said map of Cherokee Park, described according to a survey made by Z. J. Wilkinson, Surveyor, May 16, 1946, as follows:

Beginning on the southerly margin of an alley at a point 273 feet west of the westerly margin of 61st Avenue North, said point being the northwest corner of the property conveyed to Luther C. Dycus and wife by deed from George Hutchison and wife, of record in book 1414, page 21, said Register's Office; thence with said alley, westwardly 87 feet; thence southwardly 50 feet; thence eastwardly 87 feet; thence northwardly 50 feet to the beginning.

Being the same property conveyed to Charles F. Roberts and wife, Bettie L. Roberts, by deed from George Hutchison and wife, of record in book 1415, page 263, said Register's Office.

There is a 10-foot easement along the southerly and easterly boundaries of Tract No. 2.

J. P. Wilson