For and in Consideration of the sum of Four Thousand Two Hundred and no/100 - - - - -
($4,200.00) - Dollars,
~~cash~~ to be paid by A. A. Barnes and wife, Marguerite Barnes, as follows:

the said A. A. Barnes and wife, Marguerite Barnes have

executed their note, of even date, for $4,200.00 payable to the order of M. D. Holmes in 120 monthly installments, the first 11 being for $25.00 each, the 12th for $145.00, and the last 108 being for $35.00 each; the first installment falling due one month from date and the others monthly thereafter until all are paid, Said note bearing no interest until after maturity.

~~all of which notes bearing 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, M. D. Holmes have this day bargained and sold, and do hereby transfer and convey unto the said A. A. Barnes and wife, Marguerite Barnes, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Land in the 8th, formerly the 12th, Civil District of said County, described according to a survey made by S. H. Hutchison, Surveyor, November 21, 1953, as follows: Beginning at a point in the center of the Gower School Road at the southeast corner of the 54 acre tract of land conveyed to Thomas R. Carlton and wife, by deed from Charles Sullivan and wife, of record in book 2134, page 310, said Register's Office; thence with the eastern boundary line of said Carlton property north 65° west 82 feet to a bodock tree, north 45° west 168 feet to a cedar, north 31° 30' west 150 feet to a hackberry and north 56° west 159 feet to a cedar, the southwest corner of the Will Young tract; thence with the southern boundary line of said Young tract north 48° 30' east 113.5 feet; thence southeastwardly 565 feet, more or less, to the center of the Gower School Road; thence with the center of said Road south 53° west 47 feet to the beginning.
Being part of the property conveyed to M. D. Holmes by deed from Charles Sullivan and wife, of record in book 2244, page 111, said Register's Office.

I, the said M. D. Holmes, am married to Sophronia Holmes, but this property was acquired as investment property and is conveyed by me alone as I own other property located on the Cumberland River Road, on Indian Creek, containing 100 acres, more or less, which is unencumbered and which I have selected and claim as the homestead.

As part of the consideration for this conveyance, it is agreed that the following constitutes the rights of the grantees hereunder and the owners of property adjacent on the east of premises.

The rights hereby granted, and the easements created, are for the benefit of the grantees herein and said adjacent property owners, their heirs and assigns, and the easements created shall run with the land.

Grantor is the owner of a tract of 3.5 acres, and there is transferred to grantees hereunder the westerly 47 feet front and 113.5 feet rear of said tract. Simultaneously has been transferred the easterly 200 feet front and rear of said tract to Hugh R. Fisk and wife, Mary Ann Fisk.

On each of said parcels a dwelling house is located, and on the easterly parcel, fronting 200 feet on Gower School Road, a well is located in the southeasterly corner 50 feet from the northerly margin of said road and 50 feet from the easterly boundary of said parcel and which is equipped with an electric pump, pipes and fixtures and attachments, and furnishes water, for domestic purposes, to the houses located on both parcels.

Grantees, their heirs and assigns, as owners of said westerly parcel, are to own and there is hereby transferred to them a one-third undivided interest in said well and pump, appurtenances, and equipment; and the other two-thirds undivided interest is by separate deed transferred to the owners of said parcel to the east, it being hereby expressly agreed that grantees herein are to be liable for, and will pay, one-third of the cost of operation, maintenance and upkeep of said well, pump, pipes and other appurtenances and equipment used in connection with supplying water to said houses, and the owners of said parcel to the east will similarly pay two-thirds of said expense.

In order that grantees herein may fully enjoy their rights with reference to said water supply, they are hereby given and granted, and there is hereby transferred to them, an easement on and across said easterly parcel, which shall extend from said well to the dwelling house on the property herein conveyed and elsewhere as pipes or water lines are now laid, or appurtenances and equipment in connection therewith are now located, together with all rights of ingress and egress for purposes of maintenance, operation, or upkeep of said well, pump, pipe lines and equipment, and which said easement shall run with the property hereby conveyed and for the benefit of the owners thereof, their heirs and assigns.