K 2392

INSTALLMENT DEED J. R. WEST FORM THE GUARANTY TITLE COMPANY

For and in Consideration of the sum of

Eight Thousand Four Hundred ($8,400.00) and no/100 - - - - - - - - - - - - - - - - - - Dollars,

of which Two Hundred Ten ($210.00) and no/100 - - - - - - - - - - - - - - - - - - Dollars,

has been paid in cash by Alton Foutch and wife, Edna Lee Foutch

the receipt of which is hereby acknowledged, and for the remainder

Eight Thousand One Hundred Ninety ($8,190.00) and no/100 - - - - - - - - - - - - - - - - - - Dollars,

the said Alton Foutch and wife, Edna Lee Foutch have executed their note, of even date, for $8,190.00 payable to the order of M. D. Holmes in 117 monthly installments for $70.00 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.

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, M. D. Holmes and wife, Sophronia Holmes

have this day bargained and sold, and do hereby transfer and convey unto the said Alton Foutch and wife, Edna Lee Foutch their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

A tract of land in the 8th, formerly the 12th, Civil District of said County and State, being lots Nos. 3 and 4 as shown on a survey of a 1.9 acre tract made by S. H. Hutchison, March 9, 1955, described as follows:
Beginning in the center of New River Road south 17° west 179 feet from the southwest corner of Charlie Langley's property, being the corner of lots Nos. 2 and 3; thence with the center of said road, south 17° west 179 feet; thence south 73° east 342 feet to a small hackberry; thence north 45° 15' west 115.5 feet to an iron stake, the southeast corner of lot No. 2; thence with the line between lots Nos. 2 and 3 north 71° west 300 feet to the beginning.
Being part of the property conveyed to M. D. Holmes and wife, Sophronia Holmes by deed from Charles Sullivan and wife, of record in book 2093, page 117, Register's Office for said County.

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 north of premises.

The rights 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.

Grantors are the owners of a tract of 1.9 acres and there is transferred to grantees hereunder, lots Nos. 3 and 4, as shown on a survey of said tract made by S. H. Hutchison, March 9, 1955. Simultaneously has been transferred lots Nos. 1 and 2 as shown on said survey to Alan N. Apple and wife, Fannie Sue Apple.

On each of said lots a dwelling house is located, and on lot No. 1, a well is located and which is equipped with an electric pump, pipes and fixtures and attachments, and furnishes water, for domestic purposes to the houses located on said lots.

Grantees, their heirs and assigns, as owners of lots Nos. 3 and 4, are to own and there is hereby transferred to them a one-half undivided interest in said well and pump, appurtenances and equipment; and the other one-half undivided interest is by separate deed transferred to the owners of said lots Nos. 1 and 2 to the north, it being hereby expressly agreed that grantees herein are to be liable for, and will pay, one-half 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 lots to the north will similarly pay one-half of said expense.

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