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 Alan N. Apple and wife, Fannie Sue Apple

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 Alan N. Apple and wife, Fannie Sue Apple 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.

[redacted] 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

Alan N. Apple and wife, Fannie Sue Apple, 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 Davidson County, Tennessee, being lots Nos. 1 and 2 on a subdivision of a 1.9 acre tract, described according to a survey made by S. H. Hutchison, March 9, 1955, as follows: Beginning at a stake in the center of New River Road, Charles Langley's southwest corner; thence with the center of said Road south 17° west 179 feet to the corner of lots Nos. 2 and 3 as shown on said subdivision; thence with the line between said two lots south 71° east 300 feet to an iron stake; thence north 4° 45' west 174.5 feet to a large hackberry, the southeast corner of Charles Langley's lot; thence with his southerly line north 66° west 230 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 of this conveyance, it is agreed that the following constitutes the rights of the grantees hereunder and the owners of property adjacent on the south 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 1.9 acres and there is transferred to grantees hereunder lots Nos. 1 and 2 as shown on a survey of said tract made by S. H. Hutchison, March 9, 1955. Simultaneously has been transferred lots Nos. 3 and 4 as shown on said survey to Allon Foutch and wife, Edna Lee Foutch. 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 said lots Nos. 1 and 2 are to own and there is hereby transferred to them a one-half undivided interest in said well [illegible] pump, appurtenances and equipment and the other one-half interest is by separate deed transferred to the owners of said lots to the south, 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 owner of said lots [illegible] will similarly pay one-half of said expense.

[illegible] said owners of property adjacent on the south, their heirs and assigns, [illegible] said well, pump, pipes, fixtures and attachments, it is expressly agreed that they shall have, and they have been given, an [illegible] for enforcement and enjoyment of their [illegible] water supply [illegible] will extend from said well to the [illegible] lots [illegible] where [illegible] water lines are [illegible] are now located, [illegible] of maintenance, [illegible] said well, pump, [illegible] equipment, [illegible] reference thereto, [illegible].