INSTALLMENT DEED

FOR AND IN CONSIDERATION of the sum of Seventy Two Thousand ($72,000.00) Dollars, of which One Thousand, Eight Hundred and no/100 ($1,800.00) Dollars, has been paid in cash by General Enterprises, Inc., the receipt of which is hereby acknowledged, and for the remainder of Seventy Thousand Two Hundred ($70,200.00) Dollars, the said General Enterprises, Inc., has executed a note of even date herewith in the sum of Seventy Thousand Two Hundred ($70,200.00) Dollars payable at the rate of Three Hundred and no/100 ($300.00) Dollars per month, the first of said payments being due and payable one month after date, and a like amount on the same date of each month thereafter until the note has been paid in full. Said note does not bear interest, but interest will be charged on all monthly payments after due date. Advance payments cannot be made on said note without the consent of the owner and holder of said note. However, if the maker of said note desires to make complete payment on said note so as to have the property clear and unencumbered, General Enterprises, Inc., or its successors and assigns may deposit the balance due on said note in some bank where said money shall be paid in accordance with this agreement, whereupon the owner and holder of said indebtedness will release the lien on the hereinafter described property. The said note provides for the payment of attorney's fees, and to secure the payment of said note, principal and interest, and attorney's fees, a lien is expressly retained on the land herein conveyed, we, Fred Sweany and wife, Lucy Elizabeth Sweany, have this day bargained and sold, and do hereby transfer and convey unto the said General Enterprises, Inc., its successors and assigns, certain real estate in Davidson County, Tennessee, as follows:

> Being part of the Elliston Property, of record in Book 21, page 141, Register's Office for said County, and described as follows:
> Beginning at a point in the north margin of West End Avenue 50 feet west of the northwest intersection of said Avenue and 23rd Avenue North, being the southwest corner of the property conveyed to Sam K. Harwell, Jr. by deed of record in Book 1425, page 133, said Register's Office; thence along Harwell's westerly line, northerly and parallel with the westerly margin of 23rd Avenue North, 160 feet to the southerly margin of an alley; thence with the margin of same westerly 70 feet to the northeasterly corner of the property conveyed to Mabel W. Cheek by deed of record in Book 481, page 403, said Register's Office; thence along said Cheek's easterly line southerly 160 feet to the northerly margin of West End Avenue; thence with the margin of the same easterly 70 feet to the point of beginning.
> Being the same property conveyed to the said Fred Sweany and wife Lucy Elizabeth Sweany by deed dated August 2, 1943, from Mildred Eran Ansley, as of record in Book 1258, page 539, said Register's Office.

The sellers agree to pay a commission of five (5%) per cent to be paid as the payments are made, to Brenne Mortgage & Realty Company, W. A. Perkins and Russell Anderson, their successors, heirs and assigns, who are to share equally in the said five (5%) per cent commission.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said General Enterprises, Inc., its successors 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 bond ourselves, our heirs and representatives, to warrant and forever defend the title to said real estate to said General Enterprises, Inc., its successors and assigns, against the lawful claims of all persons.