INSTALLMENT DEED

For and in Consideration of the sum of ($8,975.00)

—— Eight Thousand, Nine Hundred Seventy-Five & No/100ths —— Dollars,

of which ($125.00) One Hundred Twenty-Five and No/100ths —— Dollars,

has been paid in cash by Earl H. Rigsby & wife, Florine Hammond Rigsby,

the receipt of which is hereby acknowledged, and for the remainder ($8,850.00)

—— Eight Thousand, Eight Hundred Fifty & No/100ths —— Dollars,

the said Earl H. Rigsby & wife, Florine Hammond Rigsby have executed their joint promissory note of even date herewith in the principal sum of $8,850.00, bearing interest at the rate of 6% per annum, payable to the order of Thomas Edmond DuBois and Wanda Cannon DuBois, in monthly installments of $57.03 each, to be applied first to interest on the balance owing from month to month, and the remainder to principal; the first installment being due and payable on the 1st day of September, 1956, and one on the 1st day of each succeeding month thereafter until said principal sum, with interest, is paid in full; the final payment, with accrued interest, if any, being due on the 1st day of August, 1981. Privilege is reserved of paying any number of said monthly payments or said note may be paid in full on any paying date. Grantees agree to pay monthly into an escrow fund held by the holder of said note 1/12th of annual insurance premium and tax payments, the same to be disbursed when due.

The above described lien note is subordinate to, and inclusive of, a prior lien secured by Deed of Trust executed by Thomas Edmond DuBois and wife, Wanda Cannon DuBois, to John W. Murphree, Trustee, of record in Book 2434, page 545, R.O.D.C., Tenn., to secure Murphree Mortgage Company the payment of (Continued below under Description)

all of said notes bearing six per cent 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, we, Thomas Edmond DuBois & wife, Wanda Cannon DuBois,

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

Earl H. Rigsby & wife, Florine Hammond Rigsby, their heirs and assigns,

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

Being Lot No. 26 on the Map of the west part of Radnor College Land, as of record in Book 547, page 181, Register's Office for said County.

Said Lot No. 26 fronts 50 feet on the north side of Drake Avenue and runs back between parallel lines 193 feet to an alley.

Being the same property conveyed to Thomas Edmond DuBois & wife, Wanda Cannon DuBois, by deed from C. E. Tidwell & wife, of record in Book 2448, page 158, Register's Office for Davidson County, Tennessee

(Continued from above) one note dated August 30, 1955, in the principal sum of $8,250.00 payable in monthly installments of $51.81 each, including principal and interest at the rate of 4½% per annum. After the installment due Aug. 1, 1956 is paid, the remaining principal balance will be $8,128.14. It is understood and agreed that payments on the prior lien note will be paid out of the payments received on the subordinate lien note executed by the grantees herein until such time that the grantees may, (1st) make sufficient payments on the subordinate lien note to reduce the balance owing to an amount equal to the balance owing on the prior lien, or, (2nd) after 63 installments have been paid on or before the dates due, the grantees may, at their request, assume the then balance owing on the prior lien, and make future payments thereon direct to the holder of same. Upon fulfillment of either option, the holders of the subordinate lien note are to release same.