K 2744

INSTALLMENT DEED J. R. WEST FORM

For and in Consideration of the sum of Eighteen Thousand### Dollars,

of which One Thousand Eight Hundred and Fifty### Dollars,

has been paid in cash by - - - - - THE NEW CENTURY CLUB - - - - - a corporation, organized and existing under the laws of the State of Tennessee, the receipt of which is hereby acknowledged, and for the remainder of Sixteen Thousand One Hundred and Fifty### Dollars,

the said - - - - - THE NEW CENTURY CLUB - - - - - has, under the adoption of a Resolution by the Board of Directors on February 19, 1958 and the approval of the same by the general membership on February 28, 1958, authorized and directed the President and Secretary of the corporate body to execute their one Installment Deed Note of even date herewith, payable to the order of Laverte C. Smith or Mary T. Rotier Smith, in 240 monthly installments of $115.71 each, including interest at the rate of 6% per annum on the diminishing unpaid principal balance to the monthly installment-payment date, with the remainder of each monthly installment being applied toward and ultimately to the final retirement of the unpaid principal balance. The first of such monthly installments becoming due and payable on the eleventh day of May, 1958, with a like installment becoming due and payable on the eleventh day of each month thereafter until the entire 240 of such $115.71 monthly installments shall have been paid when due. It is specifically understood and agreed that the privilege is granted and reserved to pay any number of, or the balance of such monthly installments on any interest and principal payment date and that all delinquent installments are to be construed and held to bear 6% interest until paid, ~~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, the said Laverte C. Smith and wife, Mary T. Rotier Smith

have this day bargained and sold, and do hereby transfer and convey unto the said THE NEW CENTURY CLUB, a corporation, its successors ~~heirs~~ and assigns, certain real estate in Davidson County, Tennessee, as follows:

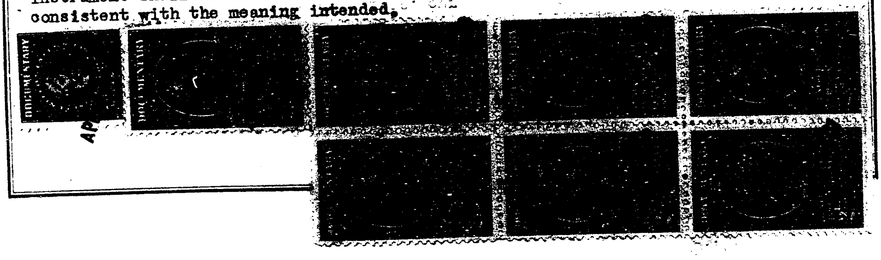
"Being the westerly 60 feet of Lot No. 4 of Block No. 9 on the plan of Richland Realty Company's First Subdivision, Division "A", as of record in Book 161, Page 151, Register's Office for said County, said plan showing the same subdivided into blocks, but not showing the subdivision of blocks into small lots. According to a printed copy of an unregistered plan, said Lot No. 4 is described as follows:

"Beginning on the southerly margin of Richland Avenue at a point 125 feet east of the easterly margin of Wilson Street, said point being the corner of Lots Nos. 2 and 4; thence with the line between said two lots, southwardly 200 feet to the common corner of Lots Nos. 1, 2, 3 and 4; thence with the line between Lots Nos. 3 and 4, eastwardly 60 feet; thence northwardly 200 feet to the southerly margin of Richland Avenue; thence with said Avenue, westwardly 60 feet to the beginning.

"Being the same real property conveyed to Laverte C. Smith and wife, Mary T. Rotier Smith, by deed from Alma S. Thomas and husband, dated October 21, 1948, filed October 22, 1948, of record in Book 1643, Page 209, Register's Office for said County."

1958 taxes to be prorated as of date of deed.

The use of the words "Note" or "Payment" or the plural thereof throughout this instrument shall be construed to mean "Installment" or "Installments" as may be consistent with the meaning intended.



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