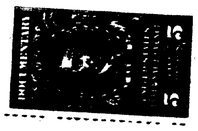
INSTALLMENT DEED — TENNESSEE TITLE COMPANY

FORM 1068

FOR AND IN CONSIDERATION OF the sum of - - - - - - ($4,960.00) - - - - - - - - - -
Four Thousand Nine Hundred Fifty and No/100 - - - - - - - - - - - - - - - - DOLLARS
of which: 195.00 has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantees have executed their promissory note in the principal sum of $4,755.00, of even date herewith, which said note is payable to the order of Isaac Barnett and wife, Fanny C. Barnett. Said note provides for the payment of attorney's fees, if placed in the hands of an attorney for collection. Said note being payable in monthly installments of $87.50 each, including interest at the rate of 6% per annum on the unpaid principal balance. Monthly payments are to be applied, first, to the payment of interest on the principal, or so much thereof as shall from time to time remain unpaid, and the balance to be applied to payment of principal, until the entire amount is paid in full. The first payment of $87.50 is due and payable on July 1, 1960, and thereafter on or before the 1st day of each succeeding month until full payment is made.





and providing for payment of attorney's fees, and to secure the payment of said note or notes, principal and interest, and attorney's fees, a lien is expressly retained on the land herein conveyed,

We, Isaac Barnett and wife, Fanny C. Barnett,

hereinafter called the grantors, have this day bargained and sold, and do hereby transfer and convey unto

Minus Batey and wife, Hattie M. Batey,

herein called grantees, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Being Lots Nos. 63 and 64 in Haynie's Free Silver Plan of Lots as of record in Book 161, page 76, Register's Office for said County.

Said Lots Nos. 63 and 64 front together 50 feet on the southwesterly side of Gaines Street, and run back between parallel lines 125 feet to an alley.

Being the same property conveyed to Isaac Barnett and wife, Fanny C. Barnett, by deed from W. S. Hefstetter, Trustee, of record in Book _____, page _____, Register's Office for Davidson County, Tennessee.

Isaac Barnett and I. Barnett are one and the same person.

TO HAVE AND TO HOLD the said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said grantees, their heirs 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 unincumbered.

We further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to the said real estate to said grantees, their heirs and assigns, against the lawful claims of all persons.

AND NOW, for the purpose of better and more effectually securing the payment of said lien notes, and rendering unnecessary court proceedings for the enforcement of said lien in the event of the non-payment of said notes, as hereinafter provided, and for the consideration of one dollar, to us in hand paid, we, the said grantees herein do hereby transfer and convey unto Morris Levine, Trustee, his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title and interest thereto belonging, for the purpose aforesaid, only. We, the said grantees do hereby agree to keep all buildings now on, or to be hereafter erected on said property, insured in some reliable fire insurance company or companies for at least the sum of $ 4,000.00 until the note herein secured are fully paid, and to have the loss, if any, made payable on the policy or policies to said Trustee for the benefit of the lawful owner and holder of said notes, as his interest may appear. We further agree to keep the interest on said property in good repair and promptly and to pay all taxes and assessments thereon, and to pay them when due; and in case we fail to do either, then the said Trustee, or the lawful owner and holder of said notes, or any of them, may do any or all of these things, and charge and treat the same or sums so expended as part of the indebtedness secured thereby, and draw interest from the date of such payment. Now, if we, the said grantees, shall pay the notes aforesaid when due, according to their terms, and keep up insurance, and keep said premises insured, as aforesaid, then this deed of conveyance shall be of no further force or effect. But if we fail to pay any one of said notes or part thereof, promptly at maturity or if, failing to pay taxes, keep up repairs or keep said premises insured as herein provided; we fail to authorize the Trustee or lawful owner and holder of said notes for all sums, with interest, so expended by said Trustee or lawful owner and holder of said notes, which charge shall be a lien upon said property, and conveyance shall remain in full force and effect, and at the option of the lawful owner and holder of said notes, or any of said notes then past due and unpaid, all remaining unpaid notes shall become due and payable at once, without notice, and the said Trustee, or his successor in trust, is hereby authorized and empowered, upon giving thirty days notice in writing to us, the grantees herein, and publishing a notice of the time, place and terms of sale thereof once a week for four successive weeks in some newspaper published in Davidson County, Tennessee, to sell said property at the front door of the Court House in said county to the highest bidder for cash, at public outcry, free from the equity of redemption, homestead, dower and all other exemptions of every kind, which are hereby expressly waived; and the said Trustee, or his successor in trust, is authorized and empowered to execute and deliver a deed to the purchaser. The recitals may be all or any sale under this conveyance, shall be sufficient evidence thereof in the hands of purchasers. The Trustee may bid at any sale under this conveyance, and shall not be required to have the notes therein described in his possession at said sale. Grantees and sale possession of said property, and shall only account for the net proceeds received by him. We further agree that in the event the Trustee fails, before selling said property, as herein provided, to enter into and take possession thereof, the grantees shall be entitled to immediate possession thereof upon the delivery to him by the Trustee of a deed for said property. In case of sale hereunder, the proceeds will be applied by the Trustee as follows: