K 3398

QUIT CLAIM DEED

For and in consideration of the sum of Three Hundred Thousand Dollars ($300,000.00), of which One Hundred Thousand Dollars ($100,000.00) has been paid in cash, the receipt of which is hereby acknowledged, and for the remaining Two Hundred Thousand Dollars ($200,000.00) Harding Mall Associates (1) retains and agrees to pay the sum of Eighty Thousand Dollars ($80,000.00), said sum being the unpaid balance of an indebtedness of Allen Dobson, Trustee, to Flora Hagedale and husband, A. M. Hagedale, as evidenced by four promissory notes in the amount of Twenty Thousand Dollars ($20,000.00) each, due and payable according to their tenor and secured by a vendors' lien retained in a deed from Flora Hagedale and husband, A. M. Hagedale, to Allen Dobson, Trustee, of record in Book 3134, page 47, Register's Office for Davidson County, Tennessee; and (2) has executed its promissory note of even date herewith in the principal sum of One Hundred Twenty Thousand Dollars ($120,000.00), payable to the order of Allen Dobson in three installments of Forty Thousand Dollars ($40,000.00) each, the first being due and payable on May 25, 1963, the second being due and payable on May 25, 1964, and the third being due and payable on May 25, 1965, together with interest at the rate of 6% per annum to be computed on the unpaid balance and payable on the due date of each installment; and to secure the payment of said indebtedness, principal, interest and attorney fees, a lien is expressly retained on the land herein conveyed, I, Allen Dobson, Trustee and individually, have this day bargained and sold, and do hereby transfer and convey unto the said Harding Mall Associates, its successors and assigns, certain real estate in Davidson County, Tennessee, as follows:

Land in the 5th and 6th. Civil Districts of Davidson County, Tennessee, described according to a survey made by Wm. C. Parrish, August 25, 1960, as follows:

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