INSTALLMENT DEED — The DAVIDSON COUNTY TITLE INSURANCE CO. INC.

FOR AND IN CONSIDERATION OF the sum of NINE THOUSAND FIVE HUNDRED AND NO/100- ($9,500.00)- - - - - DOLLARS

of which $ 350.00 has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantees hereby assumes and agrees to pay the first mortgage as recorded in Book 2211, page 437, Register's Office for Davidson County, Tennessee, in the original amount of $9,800.00 and as a further consideration the grantees are to execute a second mortgage note to the grantors in the principal sum of $1,893.33 payable at the rate of $15.00 monthly including principal and interest, first payment to be due on September 1, 1962 and $15.00 monthly thereafter until paid in full,

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, R. E. Buttz, Jr. and wife, Louelen Buttz,

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

A. W. Thomas and wife, Elizabeth Thomas,

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

Being Lot No. 28 on the Map of Cloverdale, as of record in Book 2133, page 9, Register's Office for said County and described as follows:

Beginning at a point in the southerly margin of Pittswood Drive at the corner of Lots 27 and 28; thence with the line of said lots southerly 151.4 feet to a point; thence easterly 116 feet to the west margin of Adair Road; thence with the margin of the same northerly 145.4 feet to the beginning of a curve; thence around said curve northwesterly 39.3 feet to the southerly margin of Pittswood Drive; thence with the margin of the same westerly 88 feet to the point of beginning.

Being the same property conveyed to R. E. Buttz, Jr. by deed from Charles B. Jeremiah and wife, Mary H. Jeremiah of record in Book 2345, page 597, Register's Office for Davidson County, Tennessee.

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 unencumbered.

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 they mature, 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 Clarence O. Ingram Trustee, his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title and interest thereto belonging, for the purposes 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 $ 9500.00 until the notes 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, [illegible]