INSTALLMENT DEED — TENNESSEE TITLE COMPANY

FORM 1008

FOR AND IN CONSIDERATION OF the sum of $14,693.87
FOURTEEN THOUSAND SIX HUNDRED NINETY THREE AND 87/100------------------------- DOLLARS
of which $ $600.00 has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for a part of the remainder the said grantees herein assume and agree to pay the remaining unpaid balance of $13,505.87, of a note dated August 17, 1961, executed by Leighton B. Irwin and wife, Lucille E. Irwin, payable to Murphree Mortgage Company, for the original principal sum of $13,750.00, with interest at 5¼% per annum, both principal and interest payable $75.94 monthly, beginning October 1, 1961, balance due September 1, 1991, and secured by Deed of Trust of record in Book 3274, page 157, Register's Office for Davidson County, Tennessee, said debt having since been assigned to East River Savings Bank by an instrument of record in Book 3275, page 126, said Register's Office, and for the remainder the grantees herein have executed their one, joint promissory note of even date herewith, for the sum of $588.00, payable to the GRANTORS herein, with interest at 6% per annum, both principal and interest payable $26.07 monthly, for a period of 24 months, said payments to be applied first to payment of interest on the principal sum, 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,

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, LEIGHTON B. IRWIN AND WIFE, LUCILLE E. IRWIN,

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

MARTIN R. APPLEWHITE AND WIFE, BETTY ANNETTE APPLEWHITE

herein called grantees, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows: Being Lot No. 294 on the Plan of Caldwell Hall, Section II, as of record in Book 2900, page 96, Register's Office for said County, described as follows:
BEGINNING at a point in the east margin of Danby Drive at the corner of Lots No. 293 and 294; thence with the line between said lots, easterly 135 feet to the west line of Lot No. 295; thence with the line between Lots No. 294 and 295, northerly 120 feet to the south margin of Binkley Drive; thence with the margin of the same, westerly 110 feet to the beginning of a curve; thence around said curve, southwesterly 39.27 feet to the east margin of Danby Drive; thence with the margin of the same, southerly 95 feet to the point of beginning.
Being the same property conveyed to LEIGHTON B. IRWIN AND WIFE, LUCILLE E. IRWIN, by deed from The Kennedy Corp., of record in Book 3277, page 403, said Register's Office.

The above described property is being conveyed subject to restrictions in Book 1788, page 108, and in Book 3097, page 407, said Register's Office.

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 L. M. Nelson 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 $ insurable / value until the notes herein secured are [illegible]