BOOK 3531

INSTALLMENT DEED — [illegible] TITLE COMPANY

FOR AND IN CONSIDERATION OF the sum of $5.00 cash and other good and valuable considerations

of which $ 30,000.00 has been paid in cash [illegible] the receipt of which is hereby acknowledged, and for the remainder the said grantees have executed a note dated March 29, 1963, payable in 156 monthly installments of $601.12, including interest at the rate of 6 per cent per annum; the first of said payments being due on May 1, 1963, and the next succeeding 155 payments on the first day of each month thereafter. Said note is payable to the order of Woodhaven Homes, Inc., with the right of prepayment without penalty,

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,

Woodhaven Homes, Inc.,

hereinafter called the grantors, have this day bargained and sold, and do hereby transfer and convey unto Vernard P. Barkley & wife, Joan M. Barkley and Bernard W. Barkley & wife, Betty N. Barkley,

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

Being part of Lot No. 2 on the Plan of Phillip Mallory's Estates, as of record in Minute Book F, page 324, County Court Clerk's Office for said County, described as follows:

BEGINNING on the westerly margin of Third Avenue, North, formerly College Street, 204½ feet more or less south of the southerly margin of Cameron Street, said point being the southeast corner of the Hasslock Property; thence with the westerly margin of said Avenue, southerly 100 feet to the northeast corner of the John Scott Property; thence with the northerly line of said Scott Property, westwardly 135 feet more or less to the easterly margin of an alley; thence with said alley, northwardly 100 feet to the southwest corner of said Hasslock Property; thence with the southerly line of the same, eastwardly 135 feet more or less to the beginning.

Being the same property conveyed to Woodhaven Homes, Inc., by deed from C. V. Hitchcock, et al, of record in Book 3406, page 443, Register's Office for said County.

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 [illegible], except for 1963 taxes which purchasers assume and [illegible] grantors, 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 W. S. Hofstetter, 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 $ 73,500.00 [illegible]

[illegible]

PG 479