INSTALLMENT DEED — TENNESSEE TITLE COMPANY

FOR AND IN CONSIDERATION OF the sum of $70,500.00
SEVENTY THOUSAND FIVE HUNDRED AND NO/100---------- DOLLARS
of which $ 7,000.00 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 assumes and agrees to pay the remaining unpaid balance of $49,000.00, of a note executed by Capers Apartments, Inc., to secure First and Mid-South Mortgage Company, a note dated Nov. 1, 1963, for the original sum of $49,000.00, with interest at 5-3/4% per annum, both principal and interest payable $344.47 monthly, beginning Jan. 1, 1964, up to and including Nov. 1, 1983, and said debt secured by a deed of trust of record in Book 3681, page 555, Register's Office for Davidson County, Tennessee; and by an instrument of record in Book 3639, page 373, said Register's Office, the rents accruing on the property were assigned to First and Mid-South Mortgage Company, to further secure the above debt; and for the remainder the grantee herein has executed his one note of even date herewith, payable to the grantor herein, for the sum of $14,500.00, with interest at 5-3/4% per annum, both principal and interest payable $125.12 monthly, beginning one month from date hereof; said payment to be applied first to paymentof interest on the principal amount, 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.

CAPERS APARTMENTS, INC.,

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

WILLIAM L. WAGGONER, unmarried,

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

Being Lots 111 and 112 of a part of University Place, as of record in Book 332, page 145, Register's Office for said County.
Said Lots adjoin and front together 104 feet on the south side of Capers Avenue, and run back between parallel lines, along the east margin of an alley, 140 feet to an alley in the rear.
Being the same property conveyed to Capers Apartments, Inc., by deed from Bessie B. Gollithan, et al, as of record in Book 2545, page 563, said Register's Office.

The grantor and grantee further agree that the grantee shall maintain hazard insurance coverage on the above-described property in a sum equal to or in excess of the outstanding principal balances of the notes described above; and that further, the grantee shall furnish to the holders of said note, a certificate or certificates of the insurance in force.

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 having and more effectually securing the payment of said [illegible] note, and rendering unnecessary court proceedings for the enforcement of said lien in the event of the non-payment of [illegible] note, as hereinafter provided, and for the consideration of one dollar, to us in hand paid, we, the said grantees herein, do [illegible] convey unto James T. Vance Berry Trustee, his successors and assigns, the real estate hereinabove described, with the title and interest thereto belonging, for the purposes aforesaid, only. We, the said grantees do hereby agree to [illegible] or to be hereafter erected on said property, insured in some suitable fire insurance company in [illegible] until the notes herein secured are fully paid, and to have the loss, if any, made payable as [illegible] of the lawful owner and holder of said notes, as his interest may appear. We further agree to [illegible] and preservation, and to pay all taxes and assessments thereon, and to pay them [illegible] the lawful owner and holder of said notes, or any of them, may [illegible] as part of the indebtedness secured hereby, and to bear interest [illegible] the notes aforesaid when due. [illegible] shall be of no further force or effect. We further agree [illegible] taxes, keep up insurance [illegible] for all sums, principal and interest, secured by said notes then part of the indebtedness secured hereby, this trust [illegible] of said notes then part of the indebtedness secured hereby, and the Trustee [illegible] in trust, to sell the property [illegible] published in [illegible] Courthouse door, at public outcry, to the highest bidder for cash, at public auction, during legal hours, on [illegible] after having first given notice of the time, place and terms of sale by three weeks' publication prior to said sale in some newspaper published in said County, and by posting a notice of said sale at the Courthouse door for thirty days prior to said sale, and the Trustee is hereby authorized to execute bill of sale to the purchaser at said sale, and to make due conveyance to the purchaser or purchasers at said sale, and the Trustee is hereby authorized to retain from the proceeds of said sale a commission of [illegible] for his services, and the reasonable attorney's fee of the holder of said notes, and to pay all costs of collection, including the cost of [illegible] insurance premiums, taxes and assessments, and to pay the balance of the proceeds of said sale to the parties entitled thereto. In the event of the death, inability or refusal of the Trustee to act, then the Register of Davidson County, Tennessee, is hereby appointed Trustee with the same powers and duties as the Trustee herein named.