Installment Deed

BOOK 3958 PAGE 837

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Wilber R. Hays		Map 174
(NAME)	(NAME)	
2741 Anderson Road	Same	P/O Par. 18
(STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	
Nashville, Tennessee		
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of THREE THOUSAND FIVE HUNDRED AND NO/100 ($3,500.00) *Dollars,*

of which THREE HUNDRED FIFTY AND NO/100 ($350.00) *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder THREE THOUSAND ONE HUNDRED FIFTY AND NO/100 ($3,150.00) *Dollars,*

Wilber R. Hays and wife, Faye R. Hays

have executed

an installment deed note of even date in the principal amount of Three Thousand One Hundred Fifty and no/100 ($3,150.00) Dollars payable to the order of J. E. Moss and W. F. Moss. Said note being due and payable in one hundred twenty (120) monthly installments of Thirty-Four and 98/100 ($34.98) Dollars each with the first installment being due and payable on or before one month from even date and on the same day of each succeeding month a like amount until the entire amount, both principal and interest has been paid in full. Said installments include interest at the rate of six per cent (6%) per annum.

and providing for payment of attorney's fees, and to secure the payment of said indebtedness, principal, interest, and attorney fees, a lien is expressly retained on the land herein conveyed,

J. E. Moss and W. F. Moss

have this day bargained and sold, and do hereby transfer and convey unto the said

Wilber R. Hays and wife, Faye R. Hays,

their (HEIRS), *heirs and assigns,*

certain real estate in Davidson County, Tennessee, as follows:

Land in the 5th Civil District of Davidson County, Tennessee, being Lot "M" on the survey made by E. L. Miller, Jr. & Co., October 29, 1965, as follows:

Beginning at a point in the center line of Preston Road, said point being 12 feet northeasterly from the southeast corner of the property conveyed to Joe McAlister and wife, by deed from J. E. Moss, et al, of record in Book 3861, page 777, Register's Office for said County; thence south 22° 30' east 462.4 feet to an iron pin; thence north 72° 00' east 329.4 feet to the center of Cane Ridge Road; thence with the center of the same, around a slight curve, northwesterly 75 feet, continuing with the same north 28° 00' west 117 feet, and continuing with the same in the same direction 103 feet and continuing with the same north 22° 45' west 315 feet to the center line of Preston Road; thence with the center line of the same south 43° 00' west 234 feet, and continuing with the center of the same in a southwesterly direction 102 feet to the beginning, containing 3.8 acres, more or less.

Being part of the real property conveyed to J. E. Moss and W. F. Moss by deed from M. R. Bess and wife, of record in Book 3506, page 375, said Register's Office.





This Instrument Was Prepared By

Phillip Saindon (ED)

Of The Law Firm Pedigo & Saindon
Stahlman Building: Nashville, Tennessee

The following restrictions are applicable to this property:

(a) No dwelling shall have less than 800 square feet on the main floor.

(b) All houses are to have modern indoor baths, with septic tanks and overflows to comply with local health requirements.

(c) No trailers, basement houses or temporary dwellings.

(d) No outdoor toilets will be permitted after construction is completed.

(e) The exterior walls are to be of new materials only except in case of used brick, all wood and concrete block walls are to be painted at least two coats.

(f) All houses shall have some solid type foundation of brick, concrete block, concrete or stone.

(g) Open porches and stoops are to have concrete, brick or tile floor, no wood floors are permitted.

(h) Setback lines as designated on the survey plat must be observed in building each house.

DETACHED BUILDINGS

(a) These tracts may have two detached buildings and pump house. For example - a two car garage and barn-storage area combination with not over 750 square feet and one other building which could be chicken house-smoke house combination or barn-chicken house combination with not more than 400 square feet of floor area.

(b) Detached buildings are to be constructed of new standard materials and are to be painted except in cases where brick or stone are used.

(c) Detached buildings used for barn or chicken houses are to be at least 25' from each side and back line and 100' back of house.

(d) Well or pump house shall be of construction comparable to other detached buildings.

FENCES

(a) Fences of old barrel staves, scrap metal, boxes, plywood, barrels, crates, cans or junk will not be permitted.

(b) All wood fences except split rail are to be painted within six months from time they are built.

(c) Wire fences shall have straight neat posts and shall be constructed in good workmanlike manner.

(d) Fence rows shall be kept clean of weeds and unattractive bushes.

(e) Gates are to be constructed and hung in a good workmanlike manner.

(f) Rambling rose and multi-rose fences are acceptable.

MISCELLANEOUS RESTRICTIONS

(a) Any and all buildings started on any tract shall be completed within twelve months from time that construction is started.

(b) Building materials shall not be stored on any tract for a period of more than four months unless construction is started and then said construction is to be completed within twelve months from time that material is placed on tract. (This does not include materials that are stored within a finished building.)

(c) No type of commercial or industrial business shall be permitted to be carried on any tract in this survey plan until such time as the county sees fit to envoke zoning that will permit same.

(d) No tract owner will be permitted to store old or wrecked cars, trucks, road machinery, crates, barrels, boxes, scrap metal or unsightly junk of any kind in excessive quantities on the tract, unless same is contained within a building.

RE-SUBDIVIDING

(a) No re-subdividing of tracts will be permitted until a petition of consent has been signed by all of the other property owners in this survey plan.

(b) In cases where houses or other detached buildings are moved to these tracts they shall be completed to conform with the aforementioned restrictions.

LIVESTOCK AND PETS

(a) Those animals considered to be pets will be permitted and not more than fifty fowl, two head of horses or cattle per acre if area is properly fenced.

(b) No swine will be permitted to be raised or kept in the tracts,

LANDSCAPING

(a) Each tract that is used for a residential dwelling shall be graded to give proper drainage and grass sown. Shrubs are to be planted in front of the dwelling at least.

(b) Driveways shall be bedded with crushed stone or gravel or paved. These restrictions and conditions shall remain in effect for 10 years from the date of recording.

unimproved
This is improved { } property, known as Preston Road Nashville Tennessee
(House Number) (Street) P. O. Address: (City or Town)

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Wilber R. Hays and wife, Faye R. Hays their ~~successors~~ *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 said real estate to said* Wilber R. Hays and wife, Faye R. Hays, their ~~successors~~ *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 indebtedness; rendering unnecessary court proceedings for the enforcement of said lien in the event of the non-payment of said indebtedness and installments thereof, as they mature, as hereinafter provided, and for the consideration of one dollar paid in cash, receipt of which is acknowledged, the said Wilber R. Hays and wife, Faye R. Hays *hereinafter referred to as trustors, hereby transfer and convey unto* Phillip Saindon, *Trustee, his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title and interest thereto belonging upon the following uses and trusts:*

Trustors 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 the sum of $....., or at least the maximum insurable value, until the indebtedness herein secured is 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 or holder of said indebtedness as his interest may appear.

Trustors further agree to pay all taxes and assessments thereon, general or special, and to pay them when due, and, upon demand of said trustee or the lawful owner and holder of said indebtedness, to pay, discharge, or remove, any and all liens which may be hereafter placed against said property and which shall adversely affect the lien of this instrument or enforcement of the terms and provisions hereof; to keep the improvements on said property in good repair and preservation, and in case the trustee or his successors or the lawful owner and holder of said indebtedness shall hereafter be required to appear in any court or tribunal to enforce, or defend the title to, or possession of, said property, or the lien of this instrument, or appear in any court to prove the above indebtedness, all the costs and

expenses of such appearance or proceedings, together with a reasonable attorney's fee, shall be allowed, and be payable by trustors upon demand of the trustee or lawful owner or holder of said indebtedness, and, upon failure to do any of these things, then said trustee, or the lawful owner and holder of said indebtedness may do any or all of these things and the amounts so paid shall bear 6 percent interest from the date of payment and shall be and become a part of the indebtedness secured hereby.

Now, if trustors shall pay the indebtedness aforesaid when due, according to its terms, and pay taxes, keep up repairs, and keep said premises insured, and pay any and all other sums when due, as aforesaid, then this trust conveyance shall be of no further force or effect. But if said indebtedness, or any installment thereof, or interest thereon, is not paid promptly at maturity, or if, failing to pay taxes, keep up repairs or keep said premises insured, or pay said other sums when due, as herein provided, trustors fail to reimburse the trustee, or lawful owner and holder of said indebtedness for all sums, with interest, so expended by said trustee, or lawful owner and holder of said indebtedness, within thirty days from date of such payment, this trust conveyance shall remain in full force and effect, and at the option of the lawful owner and holder of said indebtedness then past due and unpaid, all remaining unpaid indebtedness, and installments thereof, shall become due and payable at once, without notice, and the said trustee, or his successor in trust, is hereby authorized and empowered, upon giving twenty days' notice by three publications in any newspaper, daily or weekly, published in Davidson County, Tennessee, to sell said property at the front door of the Court House in said County to the highest bidder for cash, at public outcry, free from the equity of redemption, homestead, dower and all other exemptions of every kind, which are hereby expressly waived; and the said trustee, or his successor in trust, is authorized and empowered to execute and deliver a deed to the purchaser. The creditor may bid at any sale under this trust conveyance. The trustee may, at any time after default in the payment of any of said indebtedness, enter and take possession of said property, and shall only account for the net rents actually received by him. It is further agreed that, in the event the trustee fails, before selling said property, as herein provided, to enter and take possession thereof, the purchaser shall be entitled to immediate possession thereof upon the delivery to him by the trustee of a deed for said property. In case of sale hereunder, the proceeds will be applied by the trustee as follows:

1st. To the payment of all costs, charges and expenses of executing this conveyance and enforcing said lien as herein provided; also reasonable attorney's fees for advice in the premises, or for instituting or defending any litigation which may arise on account of the execution of this conveyance, or the enforcement of said lien; also the expenses of any such litigation.

2nd. To the payment of all taxes which may be unpaid on said premises.

3rd. To the payment of all unpaid indebtedness herein secured, and any and all sums expended in the protection of said property, as herein authorized.

4th. The residue, if any, will be paid to trustors, their order, representatives or assigns.

In case of the death, absence, inability, or refusal to act of said trustee at any time when action under the foregoing power and trusts may be required, the lawful owner and holder of said indebtedness, or, if more than one when said indebtedness is represented by notes, then of the first-maturing unpaid note, or upon his refusal or failure so to do, then the holder in order of the next maturing notes, is hereby authorized and empowered to name and appoint a successor to execute this trust by an instrument in writing to be recorded in the Register's Office for Davidson County, Tennessee, and the title herein conveyed to the above named trustee shall be vested in said successor.

The word "Trustors" when used herein shall apply to parties both singular and plural.

IN WITNESS WHEREOF the parties to this instrument have signed their names, and the corporate party has caused its name to be signed hereto by its duly authorized officers, on this the 10 *day of* November, *19* 65

Wilber R. Hays

Faye R. Hays

W. F. Moss

J. E. Moss

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Edward W. Hill, *a Notary Public in and for said County and State,* J. E. Moss and W. F. Moss and Wilber R. Hays and wife, Faye R. Hays

the within named bargainor.s., with whom I am personally acquainted, and who acknowledged that they *executed the within instrument for the purposes therein contained.*

Witness my hand and official seal at Nashville, *Tennessee, this* 10 *day of* November, *19* 65

Edward W. Hill
Notary Public

EDWARD W. HILL NOTARY PUBLIC DAVIDSON COUNTY, TENN.

Commission expires Nov. 16, 1968

STATE OF.....
COUNTY OF.....

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Personally appeared before me, ..., a Notary Public in and for said County and State, ...

the within named bargainor....., with whom I am personally acquainted, and who acknowledged that.....executed the within instrument for the purposes therein contained.

Witness my hand and official seal at.....this.....day of....., 19.....

.....*Notary Public*

Commission expires.....

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Before me, ..., a Notary Public of the State and County aforesaid, personally appeared.....with whom I am personally acquainted, and who, upon oath, acknowledged .....self to be.....of the.....the within named bargainor, a corporation, and that .....he as such.....being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporatoin by .....self as.....

Witness my hand and seal, at office in.....this.....day of....., 19.....

.....*Notary Public*

Commission expires.....

ED HILL REALTY CO.
2221 NOLENSVILLE RD.

INSTALLMENT DEED

FROM

J. E. MOSS and W. F. MOSS

TO

WILBER R. HAYS, ET UX

3,500.00
3.85 R.S.

STATE TAX $ 5.25
PROBATE 50
TOTAL $ 5.75

NOV 16 1965

R. E. WORRALL
COUNTY COURT CLERK
DAVIDSON COUNTY, TENN.
PAID NOV 16 1965

6 6 6 4 1

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY
STATE OF TENNESSEE

NOV 16 9 43 AM '65
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RECORDING FEE 4.00
DEP. REG.

Compliments of

Guaranty Title Company

A Division of
Kansas City Title Insurance Company
American Trust Building
S. W. Cor. Third & Union
NASHVILLE, TENNESSEE

PEDIGO & SAINDON