Installment Deed

BOOK 4010 PAGE 823

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Donald R. Hall	Donald R. Hall	Map 62
(NAME): 2923 Donna Hill Drive	(NAME): 2923 Donna Hill Drive c/o	Par 14
(STREET ADDRESS OR ROUTE NUMBER): Nashville Tn	(STREET ADDRESS): Nashville Tenn.	
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	MS

FOR AND IN CONSIDERATION of the sum of NINE THOUSAND AND NO/100 ($9,000.00) ---------- *Dollars,*

of which TWO THOUSAND SIX HUNDRED TEN AND NO/100 ($2,610.00) ---------- *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder SIX THOUSAND THREE HUNDRED NINETY AND NO/100 ($6,~~390~~.00) ---------- *Dollars,*

Donald R. Hall and wife, Ruth H. Hall

have executed

executed an installment deed note of even date in the principal amount of Six Thousand Three Hundred Ninety and no/100 ($6,390.00) Dollars payable to the order of Porter J. Weakley and wife, Dorothy C. Weakley. Said note being due and payable in six (6) equal annual installments of One Thousand Sixty-Five and no/100 ($1,065.00) Dollars each plus interest at the rate of six per cent (6%) per annum. First installment being due and payable one year from even date and on the same day of each succeeding year a like amount until the entire amount, both principal and interest, has been paid in full.

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, Porter J. Weakley and wife, Dorothy C. Weakley

have this day bargained and sold, and do hereby transfer and convey unto the said Donald R. Hall and wife, Ruth H. Hall,

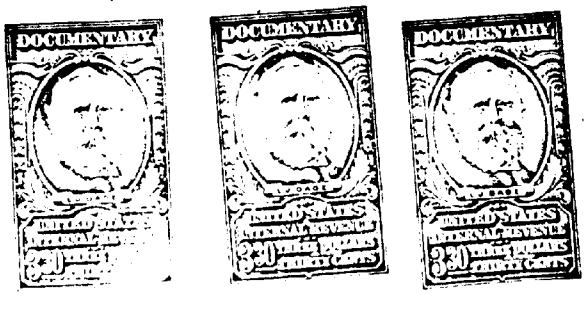
their *(successors,) heirs and assigns,*

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

Land in Davidson County, Tennessee, being parts of Lots Nos. 4 and 5 on the Plan of Robert Young Farm, as of record in Book 421, page 140, Register's Office for said County, described according to a survey made by Raymond P. Smith, County Surveyor, March 23, 1966, as follows:

Beginning at a railroad spike in the center of Pennington Bend Road, said railroad spike being south 74° 53' east 230 feet from the northeast corner of the M. C. McCauley Property, of record in Book 587, page 609, said Register's Office; thence south 11° 00' west 576 feet to an iron pin; thence south 77° 23' east 235 feet to an iron pin; thence north 11° 00' east 564 feet to the center of Pennington Bend Road; thence with the center of the same, north 74° 53' west 235 feet to the beginning, containing 3.1 acres, more or less.

Being part of the real property conveyed to Porter J. Weakley and wife, Dorothy C. Weakley, by deed from Mrs. Marietta W. Young, of record in Book 2441, page 565, said Register's Office.



This Instrument Was Prepared By

Dewey W Pedigo

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

The above described property is conveyed subject to the following restrictions:

1. This parcel of land shall be used for residential purposes only.

2. No building shall be located nearer to the front line or nearer to the side line than the building setback lines shown. To determine compliance of this provision, measurement shall be taken in the manner then required by the zoning laws and regulations of the governing body having jurisdiction.

3. The ground floor area of any residential building, exclusive of garage, porches, or carports, shall not be less than 1500 square feet; except residential buildings with garage facilities in a basement area, in which case, the living area shall not be less than 1700 square feet.

4. All residential buildings shall have masonry or concrete foundations and at least 50% of the exterior wall area shall be of brick veneer or stone veneer construction.

5. Any residence erected on this parcel of land must have a two-car garage or carport attached thereto, except those residences which have garage facilities in the basement.

6. No more than one residence shall be erected or maintained on this parcel of land and no trailer, basement, tent, garage or other outbuildings shall be used as a residence temporarily or permanently.

7. Livestock or fowl may be maintained upon this parcel of land, provided same is not offensive to neighbors.

8. No noxious or offensive trade shall be carried on upon this tract of land or shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

9. The seller hereby reserves the right to cut grass and weeds on any unimproved parcel of land.

10. In conjunction with every residential building, there shall be installed an individual water system meeting the requirements of the governing body having jurisdiction, until or unless a system of city water is provided.

11. In conjunction with every residential building, there shall be installed an individual sewage disposal system meeting the requirements of the governing body having jurisdiction, until or unless a system of sanitary sewers is provided for sewage disposal.

12. It shall be obligatory upon the owner of the parcel of land to consult with the authorities of the governing body having jurisdiction before any driveways, culverts or other structures or grading are constructed within the limits of any dedicated roadways, and such placements or construction shall be done in accordance with the requirements of the governing body having jurisdiction in order that any roads or streets may not be disqualified for acceptance in the road system of the governing body having jurisdiction.

13. This parcel of land as shown hereon shall not again be subdivided, re-subdivided, altered or changed so as to produce less area than hereby established until a system of city water and a system of sewers is installed and made accessible to such parcel or parcels or otherwise approved by the Metropolitan Planning Commission and the Health Department.

14. All of the restrictions and provisions hereinabove set forth may be amended at any time and from time to time by any three parcel owners. The restrictive covenants as amended from time to time may be enforced by any parcel owner. Any failure to enforce these restrictions because of any violation shall not be deemed a waiver of such right as to any subsequent or other violation, said right being a continuing one.

15. Invalidation of any one of these covenants by proper Court decree, or otherwise, shall in no wise affect any of the other provisions herein contained, it being intended in any such event that all other restrictions set out herein shall remain in full force and effect.

16. The covenants are to run with the land and shall be binding on all parties and all persons claiming under them to January 1, 1986.

To Have and to Hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Donald R. Hall and wife, Ruth H. Hall, 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 said real estate to said Donald R. Hall and wife, Ruth H. Hall, 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 Donald R. Hall and wife, Ruth H. Hall

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do hereby transfer and convey unto Dewey W. Pedigo, 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 Donald R. Hall and wife, Ruth H. Hall 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 $_____ 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, as his interst may appear.

We further agree to keep the improvements on said property in good repair and preservation, and to pay all taxes and assessments thereon, and to pay them when due; and in case we fail to do either, then the said Trustee, or the lawful owner and holder of said notes, or any of them, may do any or all of these things, and charge and treat the sum or sums so expended as part of the indebtedness secured therein, the same to bear interest from the date of such payment.

Now, if we, the said Donald R. Hall and wife, Ruth H. Hall shall pay the notes aforesaid when due, according to their terms, and pay taxes, keep up repairs, and keep said premises insured, as aforesaid, then this trust conveyance shall be of no further force or effect. But if we fail to pay any one of said notes or part thereof, promptly at maturity or if, failing to pay taxes, keep up repairs or keep said premises insured as herein provided; if we fail to reimburse the Trustee or lawful owner and holder of said notes for all sums, with interest, so expended by said Trustee, or lawful owner and holder of said notes, 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 notes, or any of said notes then past due and unpaid, all remaining unpaid notes 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. We agree, that the Trustee may, at any time after default in the payment of any one of said notes, enter and take possession of said property, and shall only account for the net rents actually received by him. We further agree 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 notes 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 Donald R. Hall and wife, Ruth H. Hall, their 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 lien notes, or, if more than one, then of the first-maturing unpaid note, 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 Dewey W. Pedigo, Trustee, shall be vested in said successor.

Said Trustee shall execute this trust without being required to give bond, and he shall not be required to file any account or settlement in relation to his trusteeship.

IN WITNESS WHEREOF, we, the said Porter J. Weakley and wife, Dorothy C. Weakley and Donald R. Hall and wife, Ruth H. Hall hereunto set our hands at Nashville, Tennessee, this the 25th day of April 1966

Porter J. Weakley
Dorothy C. Weakley
Donald R. Hall
Ruth H. Hall

STATE OF TENNESSEE
Davidson County

Personally appeared before me, [illegible], a Notary Public in and for said County and State, the within named Porter J. Weakley and wife, Dorothy C. Weakley and Donald R. Hall and wife, Ruth H. Hall

the bargainors, 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 25th day of April, 1966

[illegible], Notary Public.

Commission Expires 8-12-67

NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

STATE OF _____
_____ County.

Personally appeared before me, _____, a Notary Public in and for said County and State, the within named _____

the 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
Davidson County

Before me, _____, a Notary Public within and for the State and County aforesaid, personally appeared _____ and _____ with whom I am personally acquainted and who upon (his oath / their several oaths) acknowledged (himself / themselves) to be the _____ and _____ respectively of the _____ the within named bargainor, a corporation, and that (he / they) as such _____ and _____, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by the said _____ as such _____, and attesting the same by the said _____ as such _____

Witness my hand and official seal at office at _____ on this the _____ day of _____, 19____.

My commission expires _____

_____
Notary Public

INSTALLMENT DEED

FROM

PORTER J. WEAKLEY, ET UX

TO

DONALD R. HALL, ET UX

Attorneys Title Company
Titles Guaranteed

NASHVILLE, TENN.

26213

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY
STATE OF TENN

APR 27 12 56 PM '66

NOTE BOOK 114 PAGE 48
RECORDING FEE 3.50
DEP. REG. 50

STATE TAX $ 13.75
PROBATE 50
TOTAL $ 14.25

APR 27 1966

R. E. WORRALL
COUNTY COURT CLERK
DAVIDSON COUNTY, TENN.
PAID APR 27 1966

PEDIGO & SAINDON