This Deed prepared by W. W. McNeilly, Jr.
603 Commerce Union Bank Building,
Nashville, Tennessee

Installment Deed

BOOK 4029 PAGE 687

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Seth M. Smith	Seth M. Smith, et ux	145-06-012-FH
(NAME:) 2001 Warfield Drive	(NAME:) 2001 Warfield Drive	Map 145-6
(STREET ADDRESS OR ROUTE NUMBER) Nashville, Tenn. 37215	(STREET ADDRESS) Nashville, Tenn. 37215	PAR 12
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of

Fourteen thousand dollars and no/100 ($1,400.00) *Dollars,*

of which Ten thousand and three hundred dollars ($10,300.00)

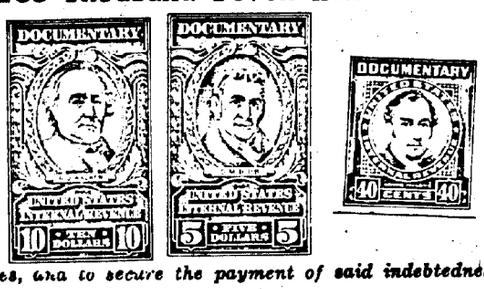
Dollars, has been paid in cash,

the receipt of which is hereby acknowledged, and for the remainder

Three thousand and seven hundred dollars ($3,700.00) *Dollars,*

Seth M. Smith and wife, Elynor W. Smith *have executed*

a Vendor's Lien Note due and payable sixty (60) days from date, principal amount of Three Thousand Seven-Hundred Dollars ($3,700.00), without interest.



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, Joseph H. Allen and wife, Bettye J. Allen

have this day bargained and sold, and do hereby transfer and convey unto the said Seth M. Smith and wife, Elynor W. Smith

(successors), heirs and assigns,

certain real estate in Davidson County, Tennessee, as follows: Being Lot No. 27 on the Plan of Laurel Ridge, Section 3, as of record in book 3600, page 9, Register's Office for said County.

Said Lot No. 27 fronts 158 feet on the southeasterly side of Laurel Ridge Drive and extends back 489.9 feet on the northeasterly line and 455.4 feet on the southwesterly line to a dead line, which is a broken line, measuring 467.6 feet thereon, containing 3.02 acres, more or less. Being the same property conveyed to Joseph H. Allen and wife, Bettye J. Allen by deed from A. and N. Development Corporation of record book 3648, page 552, Register's Office for Davidson County.

This conveyance is made subject to 10-foot utility and drainage easement along rear line of premises, anchor easements at northwest and southwest corner of premises, and conditions of owners certificate, as shown on plan of record in book 3600, page 9, Register's Office for said County; easement for roadways granted by John Overton and wife, to Martha N. Noel, of record book 723, page 610, said Register's Office, and also subject to the following restrictions: (See below)

STATE TAX $ 21.00
PROBATE .50
TOTAL $ 21.50

JUN 21 1966

R. E. WORRALL
COUNTY COURT CLERK
DAVIDSON COUNTY, TENN.

PAID JUN

RESTRICTIONS

The land herein conveyed is sold and conveyed subject to the following covenants and restrictions which are hereby agreed and declared to be and constitute covenants running with the land, binding on the grantee and the heirs, successors or assigns of grantee for a period of twenty-five years from and after January 1, 1963, to-wit:

1. Said land shall be used for residential purposes only; and only one house is to be erected or constructed on said land above described, and no outhouse or outhouses are to be erected or constructed on said above described property, other than a garage which shall be in strict harmony with the residence built on said lot. No building or buildings shall be nearer than 35 feet to the side lines or rear line of the lot, and said garage shall in no event be in front of the building line established for residences, as hereinabove set out; the doors or the entrance to the garage shall not face upon the street.

2. A one story residence shall contain not less than 2,000 square feet area on first floor plus an attached garage of not less than 400 square feet of area. A one story residence with basement garage shall contain not less than 1,800 square feet of area, exclusive of basement and attic area. A two story residence shall contain not less than 1,600 square feet area on first floor and not less than 600 square feet area on second floor plus an attached garage of not less than 400 square feet of area. A two story residence with basement garage shall contain not less than 1,600 square feet of area on first floor and 600 square feet of area on second floor exclusive of basement and attic area. No apartment house, duplex, or other multiple dwelling house or boarding house, nor any commercial enterprise, shall be constructed, operated or maintained on the above described property.

3. All buildings erected on said land must follow a distinctive design, the garage must harmonize with the residence. Plans and specifications and location plot plans must be submitted to and be approved by grantor, its successors or assigns, prior to commencement of excavation or construction on said land. No building shall be constructed or maintained on said land unless plans and specifications and plot plans have been submitted and approved as aforesaid and unless construction of said building has been prosecuted and completed in strict accord with the approved plans and specifications. All construction work must be prosecuted with all due diligence and no incompleted structures shall be permitted to exist nor shall same be maintained upon said land for a period longer than ninety (90) days after cessation of actual construction work thereon in manner and by the customary number of workmen usually employed in constructing houses.

4. No concrete block, concrete, or plastered building foundation shall be visible above the ground level.

5. It shall not be permissible to erect a temporary building on said property and no garage or garage house shall be permissible or occupied or erected or maintained on said property except as an adjunct to or for use and occupancy by the occupant of the residence house on said property.

6. No cows, swine or other nuisance shall be permitted to be kept on said property, and the premises shall not be used for the raising or maintenance of poultry or fowls.

~~7. Grantor shall have the right of refusal to repurchase said land at the same price that it was sold to grantee plus the expenses of the sale and resale, in the event that grantee does not build a residence on said land and desires to sell at any time before ten years from the date of grantee's deed.~~

In the event one or more of the foregoing restrictions are declared to be null and void, or unconstitutional by any Court of competent jurisdiction in a suit involving said property or said restrictions, all other restrictions shall be and remain in full force and effect.

RECORDER'S MEMO:
Legibility of Writing, Typing or Printing in This Document Unsatisfactory When Received

This is unimproved ( ) improved (X) property, known as Laurel Ridge Drive Forrest Hills
(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 Seth M. Smith and wife, Elynor W. Smith, 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.* except as noted above.

We *further covenant and bind* our *heirs and representatives, to warrant and forever defend the title to said real estate to said* Seth M. Smith and Elynor W. Smith *(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 Seth M. Smith and Elynor W. Smith *hereinafter referred to as trustors, hereby transfer and convey unto* W. W. McNeilly, Jr., *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 8 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 24 day of June, 1966

Joseph H. Allen

Joseph H. Allen

Bettye J. Allen

Bettye J. Allen

Seth M. Smith

Seth M. Smith

Elynor W. Smith

Elynor W. Smith

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, W. W. McAlister, *a Notary Public in and for said County and State,* Joseph H. Allen, Bettye J. Allen, Seth M. Smith and Elynor W. Smith

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

NOTARY PUBLIC STATE OF TENNESSEE LARGE

Witness my hand and official seal at Nashville, *Tennessee, this* 24th *day of* June, *1966.*

W. W. McAlister, *Notary Public*

Commission Expires 7-24-70

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

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.....

INSTALLMENT DEED

FROM

JOSEPH H. ALLEN, ET UX

TO

SETH M. SMITH, ET UX

33258

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY
STATE OF TENN

JUN 24 1 01 PM '66

NOTED: BOOK 1114 PAGE 369
RECORDING FEE $ 3.50
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

3.50