New Owners: Bobby W. Hymer et ux
Address: Brick Church Pike
Route 2
Goodlettsville, Tenn.

Send tax notices to: Bobby W. Hymer et ux
Address: Brick Church Pike, Route 2
Goodlettsville, Tennessee

BOOK 4270 PAGE 140

M.P. 18
P/o Par. 26

Installment Deed

FOR AND IN CONSIDERATION of the sum of FOUR THOUSAND AND NO/100---------- ---------- ($4,000.00) *Dollars, of which* ONE THOUSAND AND NO/100---------- ---------- ($1,000.00)----- *Dollars, has been paid in cash, the receipt of which is hereby acknowledged, and for the remainder* THREE THOUSAND AND NO/100---- ---------- ($3,000.00)----*Dollars,* the grantees hereinafter named *have executed*

their one joint promissory note of even date herewith in the original principal amount of $3,000.00, payable to the order of the grantors hereinafter named in monthly installments of $33.31 each, including principal and interest at the rate of 6% per annum; the term of said note being for a period of 10 years from date thereof;

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, We, C. L. PORTER AND WIFE, ALICE F. PORTER, herein called the grantors, *have this day bargained and sold, and do hereby transfer and convey unto the said* BOBBY W. HYMER AND WIFE, LINDA C. HYMER, herein called the grantees, their ~~XXXXXXX~~, *heirs and assigns, certain real estate in* Davidson *County, Tennessee, as follows:*

Land in the 11th Civil District of Davidson County, Tennessee, described according to a survey dated September 5, 1968, made by S. Harvey Gee, Surveyor, as follows:

Beginning at a point in the northerly margin of Brick Church Pike, same being the southeasterly corner of the 3.3 acre tract of land being conveyed to Carlus Carlisle and the southwesterly corner of the property herein described; thence leaving said margin with said Carlisle's easterly line North 4 degrees 43' West 595 feet to a point; thence North 49 degrees 12' East 185.9 feet to a point; thence South 5 degrees 23' East 715.70 feet to a point in the northerly margin of said Brick Church Pike; thence with said margin South 89 degrees 41' West 179.50 feet and North 87 degrees 30' West 20.80 feet to the point of beginning, containing 3.1 acres, more or less.

Being part of the same property conveyed to C. L. Porter and wife, Alice F. Porter, by deed from C. H. Brown and wife, Alta M. Brown, of record in Book 4173, page 593, Register's Office for Davidson County, Tennessee.

This is unimproved property, located at Brick Church Pike, Route # 2, Goodlettsville, Tennessee.

(This instrument was prepared by James A. Lesemann, Attorney at Law, 320 Gallatin Road, Madison, Tennessee.)

The following restrictive covenants are hereby agreed to be covenants running with the land and binding upon the said grantees, their heirs and assigns:

1. Minimum building setback line for residence to be 200 feet from the northerly margin of Brick Church Pike. In the event no residence is erected on said property, the owner will be permitted to erect one (1) mobile home, and this must be on a minimum setback line of 300 feet from the northerly margin of said Pike.

2. Any residence erected on said property must have exterior walls made of stone or brick, and the residence must contain a minimum of 1250 square feet of livable floor space on the ground floor. In addition there must be an attached double garage of similar construction to the house.

A 13641

IDENTIF. REFERENCE

SEP 19 11 21 AM '68

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

STATE OF TENNESSEE
COUNTY OF Davidson

I hereby swear, or affirm, that the actual consideration for this transfer, or value of the property transferred, whichever is greater is $4,000.00, which amount is equal to or greater than the amount which the property would command at a fair and voluntary sale.

Bobby R Hyman
Affiant

Subscribed and sworn to before me this the 17 day of Sept 1968

Ted S Ramsay
Notary Public

Commission Expires: My Commission Expires July 27, 1969

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto, belonging, to the said grantees, 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 stated herein.

SEP 19 68	CONV	*4,000.00			
SEP 19 68	MORT'G	*3,000.00			
SEP 19 68 S'TAX			A*	10.40	
SEP 19 68 S'TAX			A*	1.00	
SEP 19 68 PR'FEE			A*	.50	
SEP 19 68	W'DEED		A*	4.50	* 16.40

the said grantors,

We, / *further covenant and bind* ourselves, our (successors) *heirs and representatives, to warrant and forever defend the title to said real estate to said* grantees, 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 grantees *hereinafter referred to as trustors, hereby transfer and convey unto* Ray Menees, *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 insurable value, *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 17th *day of* September, *19* 68.

Bobby W Hymer
(Bobby W. Hymer)

Linda C Hymer
(Linda C. Hymer)

C. L. Porter
(C. L. Porter)

Alice F. Porter
(Alice F. Porter)

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, *a Notary Public in and for said County and State,* C. L. Porter and wife, Alice F. Porter; Bobby W. Hymer and wife, Linda C. Hymer, *the within named 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 Madison, Tennessee, *this* 17th *day of* September, *19* 68.

Fred A. Blakely *Notary Public*

Commission expires My Commission Expires July 27, 1969

NOTARY PUBLIC AT LARGE