This instrument was prepared by Gail Pigg, Atty., 1420 Nashville Bank and Trust Building

New owner: Dean Dail Freetly 309 Baxter Lane Nashville, Tenn. Tax Bills same

BOOK 4276 PAGE 689 Gr 6D 54000 Map 12 18

INSTALLMENT DEED

For and in Consideration of the sum of Twenty Thousand and No/100 ($20,000.00) Dollars,

of which Five Thousand and No/100 ($5,000.00) Dollars,

has been paid in cash by Dean Dail Freetly and wife, Mary Alice

the receipt of which is hereby acknowledged, and for the remainder Fifteen Thousand and No/100 ($15,000.00) Dollars,

the said Dean Dail Freetly and wife Mary Alice ha ve executed their joint promissory note of even date herewith, payable to Marvin W. Moore and wife, Juanita B. Moore at the place said holders shall designate, bearing interest at the rate of six percent (6%) from date, payable in equal annual installments of Three Thousand and No/100 ($3,000.00) Dollars plus six percent (6%) interest with the first payment due January 1, 1970, and thereafter on the first day of January of each succeeding year until both principal and interest are fully paid, provided that the final payment, if not sooner paid, shall be payable on or before December 31, 1974.

Any land sold by the grantees herein of the property hereinafter described shall be released at the price of $1,000.00 per acre.

Privilege is reserved to prepay said indebtedness, or any portion thereof, at anytime without penalty.

all of said notes bearing six per cent interest from date, and providing for payment of attorney's fees, and to secure the payment of said notes, principal and interest, and attorney fees, a lien is expressly retained on the land herein conveyed, Marvin W. Moore and wife, Juanita B. Moore

have this day bargained and sold, and do hereby transfer and convey unto the said Dean Dail Freetly and wife, Mary Alice, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Land in the Sixth Civil District of Said County, described according to a survey by Harold F. Morris, Surveyor, dated October 4, 1968 and being more particularly described as follows:

Beginning at a point in the north right-of-way margin of Holt Road, said point being further described as 3,900 feet more or less west of Nolensville Road; thence N 0°46'48" W, 612.33 feet to a point; thence N 88°55'28"W 211.88 feet to a point; thence N 0° 0°22' 23" E, a distance of 1,610.58 feet to a point; thence S 88°47'08" E, 578.11 feet to a point, said point being the common point between tract #20 and Tract #19 of the Marvin Moore Subdivision; thence with said line S 0°50'56" W, 2223.08 feet to a point in the north margin of Holt Road; thence with said north margin of Holt Road N 88°35'o" W, 335.45 feet to the point of beginning, containing 25 acres more or less.

Being a part of the same property conveyed to Marvin W. Moore et ux by deed of record in Book 1585, page 479, Register's Office for Davidson County, Tennessee.

This conveyance is made subject to the following restrictions, which shall be binding upon the grantees herein, their successors, heirs or assigns, until October 1, 1988:

1. Each residence shall contain a minimum living area of 1400 square feet and the exterior of each residence shall be constructed of 50% brick or stone.
2. Each residence shall have a 100ft minimum setback line from the road on which it fronts, and a minimum side line clearance of 50 feet on each side.
3. No temporary basement houses or trailors shall be allowed and all out-buildings shall be of finished material.
4. There shall be no commercial poultry or hog houses on said property.
5. In the event any or all these restrictions are violated, a suit in equity may lie for enforcement by any or all residents of the Marvin Moore Subdivision.

To Have and to Hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Dean Dail Freetly and wife, Mary Alice 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 Dean Dail Freetly and wife, Mary Alice 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 Dean Dail Freetly and wife, Mary Alice

do hereby transfer and convey unto Gail P. Pigg, Trustee, 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 Dean Dail Freetly and wife, Mary Alice 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 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 Dean Dail Freetly and wife, 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; 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 us, our heirs, 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 Gail P. Pigg, 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 Marvin W. Moore et ux Juanita B. Moore and Dean Dail Freetly and wife, hereunto set our hands at Nashville, Tennessee, this the 4th day of October 1968

Marvin W. Moore

Juanita B. Moore

Dean Dail Freetly

Mary Allen Freetly

STATE OF TENNESSEE
Davidson County

Personally appeared before me, Mary F. Montgomery, a Notary Public in and for said County and State, the within named Marvin W. Moore et ux Juanita B. Moore and Dean Dail Freetly et ux

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 4th day of October, 1968

Mary F. Montgomery Notary Public.

Commission Expires 2/7/71

NOTARY PUBLIC DAVIDSON COUNTY

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

BOOK 4276 PAGE 692

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

I hereby swear or affirm that the actual consideration or true value for this transfer, whichever is greater, is $20000.00. Affiant Gail Nunn
Subscribed and sworn to before me this 10 day of Oct 1968

Deputy Register D. Gentry

INSTALLMENT DEED

FROM
Marvin W. Moore et ux

TO
Dean Dail Freetly and wife, Mary Alice Freetly

Attorneys Title Company
Titles Guaranteed
NASHVILLE, TENN.

A 16397

IDENTIF. REFERENCE

OCT 10 11 44 AM '68
FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

Return to: Gail Nunn

FORLEY CO., NASHVILLE

OCT 10 68	CONV	20,000.00			
OCT 10 68	MORT'G	15,000.00			
OCT 10 68	S'TAX		A*	52.00	
OCT 10 68	S'TAX		A*	13.00	
OCT 10 68	PR'FEE		A*	.50	
OCT 10 68	W'DEED		A*	6.00	* 71.50