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

New owners: Frank Hagewood et al Tax Bills Same Par 6D53700 Map 8-18
3809 Chambers Drive
Nashville Tenn

INSTALLMENT DEED BOOK 4276 PAGE 701

For and in Consideration of the sum of Forty Nine Thousand Eight Hundred and No/100 ($49,800.00) Dollars, of which Twelve Thousand Four Hundred Fifty and No/100 ($12,450.00) Dollars, has been paid in cash by Frank Hagewood, Jr. and John F. Hagewood, the receipt of which is hereby acknowledged, and for the remainder Thirty-Seven Thousand Three Hundred Fifty and No/100 ($37,350.00) Dollars, the said Frank Hagewood, Jr. and John F. Hagewood have executed their 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 per cent (6%) from date, payable in equal annual installments of Seven Thousand Four Hundred Seventy and No/100 ($7,470.00) Dollars plus six per cent (6%) interest with the first payment due January 1, 1970, and thereafter on the first day of each year until both principal and interest are fully paid, provided that the final payment, if not sooner paid, shall be due on or before December 31, 1974. Privilege is reserved to prepay said indebtedness, or any portion thereof, without penalty at anytime. The said annual installments may be paid in advance of any due date.

The grantor agrees to release any lot or lots sold by the grantee herein at the price of eight hundred ($800.00) per acre.

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, and Missouri Moore have this day bargained and sold, and do hereby transfer and convey unto the said Frank Hagewood, Jr., and John F. Hagewood, a partnership heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Land in Davidson County, Tennessee, in the 6th Civil District of said County, described according to a survey made by Harold F. Morris, Surveyor, September 28, 1968, and being more particularly described as follows.

Beginning at a point in the John and Tom Holt easterly property line and further described as being 850' more or less south of the southerly margin of Holt Road; thence following the west fork of mill creek so. 89°24'48" E, 460.00 feet to a point; thence S 87°08'48" E, 630.49 feet to a point; thence S 84°53' 33" E, 750.82 feet to a point; thence N 79°35'12" E, 309.81 feet to a point in the center line of Mill Creek; thence S 89°24'48" E, 1,150.0 feet to a point; thence S 1°46'37" W, a distance of 365.0 feet to a point; thence S 3°25'53" W, 978.55 feet to a fence corner; thence N 87°49'57"W, 1208.61 feet to a point; thence N 1°25'17" E, 581.90 feet to a point; thence N 88°45'01" W, 507.41 feet to a point; thence S 1°44'26" W, a distance of 597.18 feet to a point; thence N 87°58'38" W, 1528.96 feet to a point; thence N 1°04'27" E, 1305.00 feet to the point of beginning and containing an area of 91.7 acres more or less.

Being part of the same property conveyed to Marvin W. Moore Jr. et ux as of record in Book 1585, page 479, Register's Office for Davidson County, Tennessee, and a part of the same property conveyed to Marvin Moore Sr. and wife, Missouri Moore by deed of record in Book 989, page 4, the said Marvin Moore Sr. having since died.

This conveyance is made subject to the following restrictions, which shall be binding upon the grantees herein, or 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 100 ft. 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 against the violator 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 Frank Hagewood, Jr., and John F. Hagewood, partners, 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 Frank Hagewood, Jr. and John F. Hagewood, partners, 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 Frank Hagewood, Jr. and John F. Hagewood, a partnership do hereby transfer and convey unto Gail P. Pigg, 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 Frank Hagewood, Jr. and John F. Hagewood 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 Frank Hagewood, Jr. and John F. Hagewood 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 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 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 and wife, Juanita B. Moore and Missouri Moore and Frank Hagewood, Jr. and John F. Hagewood, partners hereunto set our hands at Nashville, Tennessee, this the 28th day of September 1968

Juanita B. Moore
Marvin W. Moore Sr.
Frank Hagewood Jr.
John F. Hagewood
Missouri B. Moore

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 and wife, Juanita B. Moore and Missouri Moore and Frank Hagewood, Jr. and John F. Hagewood

the 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 28th day of September, 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 704

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 value of this transfer, whichever is greater, is $ 49,800.00 A.M. Hall Ross 68

Subscribed and sworn to before me this 10 day of Oct

Deputy Register J. Gentry

INSTALLMENT DEED

FROM

TO

Attorneys Title Company
Titles Guaranteed
NASHVILLE, TENN.

A 16400

IDENTIF. REFERENCE

OCT 10 11 46 AM '68
FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

TOOLEY CO., NASHVILLE

Return to Hall Ross

OCT 10 68	CONV	49,800.00			
OCT 10 68	MORT'G	37,350.00			
OCT 10 68	S'TAX		A*	129.48	
OCT 10 68	S'TAX		A*	35.30	
OCT 10 68	PR'FEE		A*	.50	
OCT 10 68	W'DEED		A*	6.00	* 171.28