BOOK 4436 PAGE 432

This Form furnished by Attorneys Title Company, Inc. **INSTALLMENT DEED** Form No. WD - 4

FROM
Vester R. Bowman, et ux

TO
Hardey Burt Honeycutt, et ux

For draftsman's use

This instrument prepared by:
JOHNSON & EDWARDS
Attorneys at Law
800 Stahlman Bldg.
Nashville, Tenn. 37201

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Hardey Burt Honeycutt, et ux (NAME)	same (NAME)	Map 7
Long Hollow Pike (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	Parcel 77
Goodlettsville, Tn. 37072 (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	Inst. 1

(FOR REGISTER'S USE)
A 85878

IDENTIF. REFERENCE

AUG 5 8 46 AM '70
FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS

$4,905.00 [signature] Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 1st DAY OF August, 19 70

[signature] Notary Public

MY COMMISSION EXPIRES: 7-31-73

(AFFIX SEAL)

FOR AND IN CONSIDERATION OF the sum of ~~($4,905.00)~~ FOUR THOUSAND, NINE HUNDRED FIVE AND NO/100 DOLLARS

of which $ 1,750.00 has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantees have executed their one joint promissory note of even date herewith in the amount of Three Thousand, One Hundred Fifty-Five and no/100 Dollars ($3,155.00), payable to the order of Vester R. Bowman et ux, in monthly installments of Fifty and no/100 Dollars ($50.00), with 5% interest, said payments to begin one month after date.

*NOTE: * be used as living space. 3. 25' Right-of-way is hereby granted to Grantees, their heirs and assigns forever for a roadway that exist as for the use and benefit of all of the adjoining landowners and for the Goodlettsville Church of Christ.

and providing for payment of attorney's fees, and to secure the payment of said note or notes, principal and interest, and attorney's fees, a lien is expressly retained on the land herein conveyed.

Vester R. Bowman and wife, Joanna Bowman,

hereinafter called the grantors, have this day bargained and sold, and do hereby transfer and convey unto

Hardey Burt Honeycutt and wife, Mary Honeycutt,

herein called grantees, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

LAND in the 10th formerly the 20th Civil District of Davidson County, Tennessee, described according to a survey made by Wayne S. Cooper, Sr., Surveyor, Certificate Number 17, July 23, 1970, as follows:

BEGINNING at an iron pin in fence line corner to Bowman; thence North 86° 35' West 483.6 feet to a iron pin in fence line; thence North 2° West 351.5 feet to a iron pin by a tree; thence North 30° 45' West 525 feet to a iron pin in fence line; thence North 82° 15' West 281 feet to a maple tree; thence North 85° 30' East 100 feet to a iron pin in fence line; thence South 14° 30' East 542 feet to a point; thence South 35° 30' West 150 feet to a point in a roadway; thence following the center of said roadway as follows: South 49° 30' East 124.6 feet to a iron pin, South 84° East 84.2 feet to a iron pin, North 43° East 204.2 feet to a iron pin, North 19° 30' East 298.5 feet to a iron pin by a 6 inch hickory; thence leaving said roadway South 5° West 557.8 feet to the point of beginning, and containing 6.54 acres, more or less.

BEING a portion of the same property conveyed to Vester R. Bowman et ux, by deed from E. L. Bowman et ux, as of record in Book 2922, Page 449, Register's Office for Davidson County, Tennessee.

NOTE: This property is conveyed subject to the following restrictive covenants that shall run with the land and be binding upon the Grantees their heirs and assigns for a period of 20 years from date of this instrument: 1. If a trailer is placed upon this property only one (1) house trailer shall be used. 2. No house

Unimproved ( )
This is improved ( ) property, known as ..... (House Number) (Street) P. O. Address: (City or Town) (Postal Zone)

shall be constructed that is shingle sided or all wood sided, but the house may have a combination of masonry and aluminum or other material such as cedar shakes but not limited to it, and a minimum of 1200 square feet excluding garage shall *

TO HAVE AND TO HOLD the said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said grantees, 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 the said real estate to said grantees, 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 grantees herein do hereby transfer and convey unto E. L. Edwards, Jr. 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 grantees 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 $ actual value 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 interest 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 grantees, 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 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 advise 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 the grantees herein, their 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 the said Trustee shall be vested in said successor.

Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

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 grantors and grantees, have hereunto set our hands this the 1st day of August 19 70

Vester R. Bowman — Vester R. Bowman

Hardey Burt Honeycutt — Hardey Burt Honeycutt

Joanna Bowman — Joanna Bowman

Mary Honeycutt — Mary Honeycutt

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Vester R. Bowman and wife, Joanna Bowman, and Hardey Burt Honeycutt and wife, Mary Honeycutt, 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 Goodlettsville, Tennessee, this 1st day of August, 19 70

Marie [illegible], Notary Public.

Commission expires 7-31-73

AUG-5 CONV *4,905.00
AUG-5 MORT'G *3,155.00
AUG-5 S'TAX A* 12.74
AUG-5 S'TAX A* 1.20
AUG-5 PR'FEE A* .50
AUG-5 DEED A* 3.00 * 17.44

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 corporation by self as .....

Witness my hand and seal, at office in .....,

this ..... day of ....., 19.....

....., Notary Public.

Commission expires .....