BOOK 4578 PAGE 435

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

FROM
Dorothy Gillespie

TO
William L. Davidson and wife,
Della K. Davidson

For draftsman's use

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
William L. Davidson et ux (NAME)	same (NAME)	Map 180, part of
Holt Rd Rt 2 (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	Parcel No. 5
Nashville Tenn (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	

B 4940 3

(FOR REGISTER'S USE)
IDENTIF. REFERENCE
FEB 23 1 12 PM '72
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

$ 8,500.00 William L. Davidson
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME THIS THE 22nd DAY OF February, 19 72

Notary Public

MY COMMISSION EXPIRES: Nov 8 1975
(AFFIX SEAL)

FOR AND IN CONSIDERATION OF the sum of Eight Thousand Five Hundred and No/100 - - - - ($8,500.00) - DOLLARS of which $ 2,500.00 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 promissory note of even date herewith payable to Dorothy Gillespie, she being the widow of Dorris H. Gillespie, in the principal amount of Six Thousand Dollars ($6,000.00) payable in five (5) annual installments of One Thousand Two Hundred Dollars ($1,200.00) each, said principal bearing interest at the rate of seven per cent (7%) per annum and said interest being payable on the entire principal on each date that an installment of principal falls due;

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,

I, the said Dorothy Gillespie,

hereinafter called the grantors, have this day bargained and sold, and do hereby transfer and convey unto
William L. Davidson and wife, Della K. Davidson,

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

A tract containing 3.14 acres according to a survey made by Dye & Underwood in July 1971 located in the Sixth Civil District of said county, fronting on the south side of Holt Road and being a part of the westerly one-half of that body of land which was conveyed to Dorris H. Gillespie and wife, Dorothy Gillespie, (said westerly one-half being hereinafter referred to as the Dorothy Gillespie land) by three deeds of record in the Register's Office for said county, namely deed from John Holt and wife, Rosa P. Holt, in Book 1077, page 244; deed from Rosa P. Holt in Book 1153, page 128; deed from Tom Holt in Book 1165, page 9; the said Dorris H. Gillespie having died on April 6, 1968, and his widow, Dorothy Gillespie, having conveyed the easterly one-half of said body of land to her son, John Hall Gillespie, by deed of record in Book 4488, page 73, said Register's Office. Said tract herein conveyed is more particularly described as follows: Commencing at an iron pin in the south margin of Holt Road at the northeast corner of a tract of land conveyed by Dorothy Gillespie to Thomas H. Wilburn and wife, Gloria G. Wilburn, of record in Book 4540, page 37, of the Register's Office for said county; thence easterly along the south margin of Holt Road in a curve to the left having a radius of 2,553.62 feet for a distance of 175.15 feet to an iron pin in the northwest corner of a tract of land conveyed by Dorothy Gillespie to Alvin R. Goins and wife, Sherrie G. Goins, of record in Book 4530, page 396, said Register's Office; thence south 4° 10' east

(continued on page 2)

This is unimproved (X) improved ( ) property, known as Holt Road, Route 4, (House Number) (Street) Nashville, Tennessee 37211 P. O. Address: (City or Town) (Postal Zone)

This instrument prepared by Claude Callicott, Attorney at Law
513 Nashville Bank and Trust Building
mail to Nashville, Tennessee 37201

785 feet along the western boundary of the Goins tract to an iron pin at the southwest corner of the said Goins tract; thence south 84° 45' west 33 feet to a point; thence north 82° 32' west 177 feet to an iron pin at the southeast corner of the said Wilburn tract; thence along the eastern boundary of the Wilburn tract north 1° 45' west 762 feet to the point of beginning.

This conveyance is made subject to taxes for the year 1972 which have been prorated and which taxes the grantor, Dorothy Gillespie, agrees to pay when they fall due. This conveyance is also made subject to all visible easements and existing building restrictions and zoning ordinances and the following restrictive covenants which shall constitute covenants running with the land for a period of twenty-five (25) years from the date of this deed and the same shall be binding on the said grantees, William L. Davidson and wife, Della K. Davidson, their heirs and assigns:

(a) Each house shall contain 1,400 square feet of living area and exterior walls must be 50% brick or stone.

(b) Each lot or tract shall have a 100 feet minimum set-back line, meaning that all buildings and structures must set back at least 100 feet from Holt Road.

(c) No building or structure shall be closer than 30 feet to the side property lines.

(d) All residences and other buildings shall be of new material except as to stone and brick.

(e) No commercial hog houses or chicken houses shall be permitted.

(f) No temporary basement houses shall be allowed and no trailers shall be allowed at any time.

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 seised and possessed of said real estate in fee simple, have a good right to convey it, and that the same is unencumbered except as herein specified.

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 _____ 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 $ ------- 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 22nd day of February 1972.

Dorothy Gillespie — William L. Davidson

Della K. Davidson

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, Jessie W. Haggis, a Notary Public in and for said County and State, the within named Dorothy Gillespie, William L. Davidson and Della K. Davidson 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 Tennessee, this 22nd day of February, 1972

Jessie W. Haggis Notary Public

Commission expires Nov. 8. 1975

STATE OF TENNESSEE
COUNTY OF DAVIDSON

FEB23 CONV *8,500.00
FEB23 MORTG *6,000.00
FEB23 S'TAX A* 22.10
FEB23 S'TAX A* 4.00
FEB23 PRFEE A* .50
FEB23 FILED A* 6.00

Before me, _____ Notary Public of the State and County aforesaid, personally appeared _____ with whom I am personally acquainted, and who, upon oath, acknowledged himself to be 32.60 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 himself as _____

Witness my hand and seal, at office in _____ this _____ day of _____, 19____

_____, Notary Public

Commission expires _____