Please Mail Back To
JOHN G. DOAK
2525 Lebanon Road
Nashville, Tenn. 37214

This Form furnished by Attorneys Title Company, Inc.

INSTALLMENT DEED

Form No. WD - 4

FROM

BAKER & FREEMAN, INC.,

TO

DAVID L. CARTWRIGHT ET UX,

GLORIA A. CARTWRIGHT

For draftsman's use

THIS INSTRUMENT WAS PREPARED BY:

John G. Doak, Attorney
2525 Lebanon Road
Nashville, Tennessee 37214

BOOK 4609 PAGE 201

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
DAVID L. CARTWRIGHT ET UX. (NAME)	Same (NAME)	140
312 SPENCE CIRCLE (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	168
NASHVILLE, TENNESSEE 37210 (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	Pt

B 6 2 9 5 2

(FOR REGISTER'S USE)

IDENTIF. REFERENCE ↑

JUN 12 11 13 AM '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

$ 7500.00 Gloria A. Cartwright
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 7th DAY OF JUNE, 19 72

Helen L. Sawyer
Notary Public

MY COMMISSION EXPIRES: 11 August 1975

(AFFIX SEAL)

FOR AND IN CONSIDERATION OF the sum of SEVEN THOUSAND FIVE HUNDRED ($7,500.00) and no/100 DOLLARS

of which $ 4,000.00 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 installment deed note of even date payable to the order of Bake r & Freeman, Inc., in the principal amount of $3,500.00 plus interest at the rate of 7% per annum, payable in thirty-six (36) successive equal monthly installmen of One Hundred Eight and 07/100 Dollars ($108.07); said payments include both principal and interest; the first such payment of principal and interest due and payable on the 15th day of July, 1972.

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,

Baker & Freeman, Inc.,

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

David L. Cartwright and wife, Gloria A. Cartwright.

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

A Tract of Land in the 4th Civil District of Davidson County, Tennessee, being Tract 11 of the Wright Lands unrecorded, described according to a survey dated April 4, 1972, by Stanford and Associates, Inc., as follows:

Tract 11 fronts 170 feet along the easterly side of the centerline of New Hope Road and runs back between parallel lines 850 feet to a line at the rear measuring 170 feet thereon.

Being part of the same property conveyed to Baker & Freeman, Inc., by deed from M. Aileen Wright and Lillian F. Wright of record in Book 4581, page36 3 , Register's Office for Davidson County, Tennessee.

This conveyance subject to the Restrictions attached hereto.

This is unimproved ( ) improved ( ) property, known as _____ (House Number) (Street)

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2525 Lebanon Road
Nashville, Tenn. 37214

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.

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 John G. Doak, 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 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 $ insurable amount 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 7th day of May 19 72.

BAKER & FREEMAN, INC.,

BY: Robert E. Baker Pres

ROBERT E. BAKER

David L. Cartwright by Gloria A. Cartwright his attorney in fact

DAVID L. CARTWRIGHT

Gloria A. Cartwright

GLORI A A. CARTWRIGHT

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 David L. Cartwright and wife, Gloria A. Cartwright Gloria A Cartwright as attorney in Fact for her husband As the wife of David L Cartwright the bargainors, with whom I am personally acquainted, and who acknowledged that they executed the within instrument for the purposes therein contained. She being so authorized to do by a power of Attorney being recorded simultaneously herewith

Witness my hand and official seal at Nashville, Tennessee, this 7th day of June, 19 72

Helen L Sandidge, Notary Public

Commission expires 11 August 1975

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Before me, the undersigned, a Notary Public of the State and County aforesaid, personally appeared Robert E. Baker, with whom I am personally acquainted, and who, upon oath, acknowledged him self to be President of the Baker & Freeman, Inc., the within named bargainor, a corporation, and that he as such President, being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by him self as President

Witness my hand and seal, at office in Nashville, Tennessee, this 7th day of June, 19 72

Helen L Sandidge, Notary Public

Commission expires 11 August 1975

RESTRICTIONS ON EWIN WRIGHT LANDS

1- All tracts shall be for residential use only.

2- Homes shall be a minimum of 1300 square feet of livable area.

3- Homes without built in or attached garage facilities shall contain a minimum of 1500 square feet of livable area.

4- All homes shall have brick veneer or stone foundation.

5- Any exterior material that does not consist of at least 60% brick or stone must be approved by an officer of BAKER & FREEMAN, INC.

6- All homes must be a minimum of 150 feet from the right of way of a public road.

7- Any barns, stables, detached garages or other out buildings shall be set back a minimum of 250 feet from the right of way of any public road, with the exception that tracts #1 and #8 shall have a 125 feet set back from the side street since these lots are corner lots. They will be considered to front Stewarts Ferry Pike.

8- The raising of swine will not be permitted on these tracts.

9- House trailers and prefab homes of similar construction are prohibited.

10- Nothing illegal, noxious, or considered a public nuisance will be permitted on these tracts.

11- Existing homes may not be moved onto these lots.

12- No commercial farming operation will be permitted on these tracts.

RECORDER'S MEMO
Legibility of Writing, Typing or Printing in This Document Unsatisfactory When Received.

JUN 12 72	CONV	*7,500.00			
JUN 12 72	MORT'G	*3,500.00			
JUN 12 72	S'TAX		A*	19.50	
JUN 12 72	S'TAX		A*	1.50	
JUN 12 72	PR'FEE		A*	.50	
JUN 12 72	W'DEED		A*	6.00	* 27.50

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