Installment Deed BOOK 4618 PAGE 399

This instrument prepared by: Harold H. Cole, Attorney, Hendersonville, Tenn.

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Oliver J. Waller, Jr. and	Same	Map 28
(NAME:) Charles W. Waller	(NAME:)	P/O Par. 48
(STREET ADDRESS OR ROUTE NUMBER) Bidwell Road	(STREET ADDRESS)	
Joelton, (CITY) Tennessee (STATE)	(CITY) (ZONE) (STATE)	

mo

FOR AND IN CONSIDERATION of the sum of Six Thousand Five Hundred and no/100-- ($6,500.00) *Dollars,*

of which Nine Hundred Seventy Five and no/100---------- ($975.00) *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder Five Thousand Five Hundred Twenty-five and no/100----------($5,525.00) *Dollars,*

Oliver J. Waller, Jr. and Charles W. Waller *have executed*

their joint promissory note of even date herewith, made payable to Paul Landis Hicks and wife, Annette B. Hicks to be paid in ten (10) annual installments of $552.50 each; interest at the rate of 7% per annum on the unpaid balance,

and providing for payment of attorney's fees, and to secure the payment of said indebtedness, principal, interest, and attorney fees, a lien is expressly retained on the land herein conveyed, Paul Landis Hicks and wife, Annette B. Hicks

have this day bargained and sold, and do hereby transfer and convey unto the said Oliver J. Waller, Jr. and Charles W. Waller, their

~~(HEIRS)~~, *heirs and assigns,*

certain real estate in Davidson County, Tennessee, as follows:

Land in the 14th Civil District, Davidson County, Tennessee, and being Tract No. 5 on the plan of the Paul L. Hicks property, not of record, and shown on a survey by Harold H. Cole, dated May 2, 1972, as follows:

BEGINNING at a point in the easterly margin of Little Marrowbone Lake Road, said point being N. 9 deg. 16 min. W. 80.0 feet, N. 14 deg. 01 min. W. 128.0 feet, N. 23 deg. 03 min. W. 221.0 feet from a corner of Carsie D. Mundy; thence, with the margin of said Little Marrowbone Lake Road, N. 23 deg. 03 min. W. 210.5 feet; thence, S. 89 deg. 30 min. E. 1,552.6 feet to a point in the line of Lee Krantz property, said property being of record in Book 0476, page 128, Register's Office for Davidson County, Tennessee; thence, with the line of said Lee Krantz property, S. 2 deg. W. 153.8 feet; thence, S. 89 deg. 00 min. W. 1,463.7 feet to the beginning, containing 6.13 acres, more or less. BEING PART of the property conveyed to R. B. Hicks, by deed from Ned Lentz, Executor of the Estate of Dora J. Cundall, of record in Book 2270, page 451, R.O.D.C.T., the said R. B. Hicks having since died, and inherited by Paul L. Hicks in a one-third undivided interest as an heir-at-law of R. B. Hicks and he being vested in the remaining two-thirds interest by deed from Ralph B. Hicks, Juanita Hicks Colson and Nora F. Hicks, by deed of record in Book 3285, page 352, Register's Office for Davidson County, Tennessee.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ 6,500.00

Subscribed and sworn to before me, this the 28 day of June 19 72

Affiant

My commission expires: 10-25-75 (Affix Seal)

Notary Public

RESTRICTIONS RUNNING WITH THE PROPERTY: BOOK 418 PAGE 400

1. All residences shall contain a minimum of 1,000 sq. ft. of living area excluding porches, patios, and carports and have at least 75% brick or stone veneer to grade on the front.

2. All residences shall set back at least 100 feet from Marrowbone Lake Road right-of-way and at least 10 feet off property side lines. All extra buildings shall set to the rear of any structure used for a residence.

3. No more than one (1) Mobile Home will be allowed per tract. All Mobile Homes must set back at least 200 feet from Marrowbone Lake Road right-of-way and Mobile Homes must be underpinned completely with brick, stone or block.

4. No temporary structures or unfinished houses shall be used as a residence at any time.

5. Any swine kept on any tract must be kept at least 600 feet from Marrowbone Lake Road right-of-way and any commercial dog kennels or commercial fowl buildings must be maintained at the same 600 feet distance.

6. Nothing shall be allowed that would be termed as a general nuisance to the neighborhood.

7. These restrictions shall run with the land for a period of 20 years from this date and be binding on any and all owners and enforcible by same.

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

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Oliver J. Waller, Jr. and Charles W. Waller, their (~~successors~~), *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* Oliver J. Waller, Jr. and Charles W. Waller, their (~~successors~~), *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 indebtedness; rendering unnecessary court proceedings for the enforcement of said lien in the event of the non-payment of said indebtedness and installments thereof, as they mature, as hereinafter provided, and for the consideration of one dollar paid in cash, receipt of which is acknowledged, the said Oliver J. Waller, Jr. and Charles W. Waller *hereinafter referred to as trustors, hereby transfer and convey unto* Harold H. Cole, *Trustee, his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title and interest thereto belonging upon the following uses and trusts:*

Trustors 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 the sum of $....., or at least the maximum insurable value, until the indebtedness herein secured is 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 or holder of said indebtedness as his interest may appear.

Trustors further agree to pay all taxes and assessments thereon, general or special, and to pay them when due, and, upon demand of said trustee or the lawful owner and holder of said indebtedness, to pay, discharge, or remove, any and all liens which may be hereafter placed against said property and which shall adversely affect the lien of this instrument or enforcement of the terms and provisions hereof; to keep the improvements on said property in good repair and preservation, and in case the trustee or his successors or the lawful owner and holder of said indebtedness shall hereafter be required to appear in any court or tribunal to enforce, or defend the title to, or possession of, said property, or the lien of this instrument, or appear in any court to prove the above indebtedness, all the costs and

expenses of such appearance or proceedings, together with a reasonable attorney's fee, shall be allowed, and be payable by trustors upon demand of the trustee or lawful owner or holder of said indebtedness, and, upon failure to do any of these things, then said trustee, or the lawful owner and holder of said indebtedness may do any or all of these things and the amounts so paid shall bear 6 percent interest from the date of payment and shall be and become a part of the indebtedness secured hereby.

Now, if trustors shall pay the indebtedness aforesaid when due, according to its terms, and pay taxes, keep up repairs, and keep said premises insured, and pay any and all other sums when due, as aforesaid, then this trust conveyance shall be of no further force or effect. But if said indebtedness, or any installment thereof, or interest thereon, is not paid promptly at maturity, or if, failing to pay taxes, keep up repairs or keep said premises insured, or pay said other sums when due, as herein provided, trustors fail to reimburse the trustee, or lawful owner and holder of said indebtedness for all sums, with interest, so expended by said trustee, or lawful owner and holder of said indebtedness, 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 indebtedness then past due and unpaid, all remaining unpaid indebtedness, and installments thereof, 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. The trustee may, at any time after default in the payment of any of said indebtedness, enter and take possession of said property, and shall only account for the net rents actually received by him. It is further agreed 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 indebtedness 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 trustors, their order, 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 indebtedness, or, if more than one when said indebtedness is represented by notes, then of the first-maturing unpaid note, or upon his refusal or failure so to do, then the holder in order of the next maturing notes, 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 above named trustee shall be vested in said successor.

The word "Trustors" when used herein shall apply to parties both singular and plural.

IN WITNESS WHEREOF the parties to this instrument have signed their names, and the corporate party has caused its name to be signed hereto by its duly authorized officers, on this the 28 *day of* June, *19* 72

Paul Landis Hicks

Annette B. Hicks

Charles W. Waller

Oliver J. Waller Jr

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Harold H. Cole, *a Notary Public in and for said County, and State,* Paul Landis Hicks and wife, Annette B. Hicks and Oliver J. Waller, Jr. and Charles W. Waller

the within named 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* 28 *day of* June, *19* 72.

Harold H. Cole *Notary Public*

HAROLD H. COLE NOTARY PUBLIC DAVIDSON CO. TENN.

Commission expires 10-25-75

STATE OF.....

COUNTY OF.....

BOOK 4618 PAGE 402

Personally appeared before me, ... *a Notary Public in and for said County and State,* .....

.....

the within named 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 }
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.....

INSTALLMENT DEED

FROM

PAUL LANDIS HICKS, ET UX

TO

OLIVER J. WALLER, JR. AND

CHARLES W. WALLER

JUL 13 72	CONV	*6,500.00				
JUL 13 72	MORT'G	*5,525.00				
JUL 13 72	S'TAX		A*	16.90		
JUL 13 72	S'TAX		A*	3.50		
JUL 13 72	PR'FEE		A*	.50		
JUL 13 72	W'DEED		A*	8.00	*	28.90

B 67157

IDENTIF. REFERENCE

JUL 13 10 09 AM '72

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

Compliments of
Madison Title Company
320 Gallatin Road
MADISON, TENNESSEE 37115
Representing
Chicago Title Insurance Company
CHICAGO, ILLINOIS