55
Ph 4
FW

INSTALLMENT DEED 55- Ph 4

BOOK 4666 PAGE 331

For and in Consideration of the sum of FOUR THOUSAND FIVE HUNDRED AND NO/100 ---------- ($4,500.00) ---------- Dollars, of which NINE HUNDRED AND NO/100 ---------- ($900.00) ---------- Dollars, has been paid in cash by A. G. Putman and wife, Helen Patricia Putman the receipt of which is hereby acknowledged, and for the remainder THREE THOUSAND SIX HUNDRED AND NO/100 ---------- ($3,600.00) ---------- Dollars, the said A. G. Putman and wife, Helen Patricia Putman ha ve executed their one note of even date herewith in the original principal amount of $3,600.00, payable to the order of Memorial Trust in 10 annual installments of $360.00 each, the first of which is due and payable on the 6th day of December, 1973, and thereafter a like amount on the 6th day of each succeeding December, the last installment for the sum of $360.00, being due and payable on the 6th day of December, 1982. The unpaid principal bears interest at the rate of 8% per annum, to be computed on the unpaid principal balance from time to time and to become due and payable on each and every payment date, all in accordance with the terms and conditions as set out in said note.

all of said notes bearing 8 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, I. A. Turner, Trustee for Memorial Trust

have this day bargained and sold, and do hereby transfer and convey unto the said A. G. Putman and wife, Helen Patricia Putman their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Land in the 13th Civil District of Davidson County, Tennessee, being Tract No. 3 on the A. Turner, Trustee property, not of record, located on Bull Run Road and described according to a survey by Richardson-Morris Co., Surveyors, dated November 7, 1972, as follows:

Beginning at a point in the westerly margin of Bull Run Road, 760 feet south of the southeast corner of the Mildred E. Cantrell property; thence N 53° 20' W, 1400 feet to a point; thence S 21° 40' W, 190 feet to a point; thence S 53° 20' E, 1400 feet to a point in the westrly margin of Bull Run Road; thence northerly 190 feet along the westerly margin of said Bull Run Road to the point of beginning and containing 5.89 acres, more or less.

Being part of the same property conveyed to A. Turner, Trustee for Memorial Trust by deed from Jack H. Clement, unmarried, of record in Book 4642, page 581, Register's Office for Davidson County, Tennessee.

This conveyance is made subject to the following restrictive covenants:

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 exterior.

2. All residences shall set back at least 50 ft. from road right-of-way and at least 10 ft. off property side line. All extra buildings shall set to the rear of any structure used for a residence.

3. All mobile homes must setback at least 150 ft. from 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 700 ft. from road right-of-way and any commercial dog kennels or commercial fowl buildings must be maintained at the same 700 ft. 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.

To Have and to Hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said A. G. Putman and wife, Helen Patricia Putman their heirs and assigns forever. I covenant that I am lawfully seized and possessed of said real estate in fee simple, have a good right to convey it, and that the same is unencumbered.

I further covenant and bind myself, my successors ~~heirs~~ and representatives, to warrant and forever defend the title to said real estate to said A. G. Putman and wife, Helen Patricia Putman 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 A. G. Putman and wife, Helen Patricia Putman

do hereby transfer and convey unto Clive Anderson, 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 A. G. Putman and wife, Helen Patricia Putman

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 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 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 A. G. Putman and wife, Helen Patricia Putman 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 A. G. Putman and wife, Helen Patricia Putman, their 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 Clive Anderson, Jr., 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 A. Turner, Trustee for Memorial Trust and A. G. Putman and wife, Helen Patricia Putman hereunto set our hands at Nashville, Tennessee, this the 6th day of December 19 72

A G Putman

Helen Patricia Putman

A Turner Trustee

STATE OF TENNESSEE
Davidson County

Personally appeared before me, Martha H. Finch, a Notary Public in and for said County and State, the within named A. Turner, Trustee for Memorial Trust AND

XAXXGXXPutmanXXandXwifeXXHelenXPatriciaXPutmanX

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 6th day of December, 19 72

Martha H. Finch, Notary Public

Commission Expires My Commission Expires May 5, 1976

STATE OF TENNESSEE
DAVIDSON **County.**

Personally appeared before me, Jo Conn Smith, a Notary Public in and for said County and State, the within named A. G. Putman and wife, Helen Patricia Putman

the bargainor S, 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 Nashville, Tennessee this 6th day of December, 19 72

Jo Conn Smith, Notary Public

Commission Expires May 15, 1973

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

BOOK 4666 PAGE 334

Before me, ..., a Notary Public of the State and County aforesaid, personally appeared .....,

with whom I 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 .....

(over for additional acknowledgements)

DEC 21 72 CONV. *4,500.00
DEC 21 72 MORT'G *3,600.00
DEC 21 72 S'TAX A* 11.70
DEC 21 72 S'TAX A* 1.60
DEC 21 72 PR'FEE A* .50
DEC 21 72 W'DEED A* 8.00 * 21.80

Gttp Title Co. 176056

INSTALLMENT DEED

FROM

A. TORNER, TRUSTEE FOR MEMORIAL TRUST

TO

A. G. PUTMAN AND WIFE, HELEN PATRICIA PUTMAN

Attorneys Title Company
Titles Guaranteed
NASHVILLE, TENN.

B 8 8 6 2 0

IDENTIF. REFERENCE

DEC 21 10 58 AM '72

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
A. G. Putman (NAME)	A. G. Putman (NAME)	
3897 Cantanutti Road (STREET ADDRESS OR ROUTE NUMBER)	3897 Cantanutti Road (STREET ADDRESS)	55
Joelton, Tennessee (CITY) (STATE) (P. O. ZIP)	Joelton, Tennessee 37080 (CITY) (STATE) (ZIP)	84

THIS INSTRUMENT WAS PREPARED BY

This instrument was prepared by
Jno. B. Cobb, Jr., Attorney at Law
Stahlman Building, Nashville, Tenn.

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 4,500.00 Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 6th DAY OF December 19 72

Notary Public

MY COMMISSION EXPIRES: May 05, 1973

(AFFIX SEAL)