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$139
Pd

INSTALLMENT DEED

For and in Consideration of the sum of SEVEN THOUSAND ONE HUNDRED AND NO/100 ---------- ----------($7,100.00)---------- Dollars, of which ONE THOUSAND FOUR HUNDRED TWENTY AND NO/100 ----($1,420.00)------- Dollars, has been paid in cash by Cecil I. Pentecost and wife, Margaret Rozella Pentecost the receipt of which is hereby acknowledged, and for the remainder FIVE THOUSAND SIX HUNDRED EIGHTY AND NO/100 ----------($5,680.00)---------- Dollars, the said Cecil I. Pentecost and wife, Margaret Rozella Pentecost ha ve executed their one note of even date herewith in the original principal amount of $5,680.00, payable to the order of Memorial Trust in 120 monthly installments of $68.90 each, the first of which is due and payable on the 7th day of January, 1973, and thereafter a like amount on the 7th day of each succeeding month, with the last and final installment being due and payable on the 7th day of December, 1982. The installments include interest at the rate of 8% per annum. Said installments to be applied first to interest and balance to principal, until the entire amount, both principal and interest, shall have been paid in full, 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 Cecil I. Pentecost and wife, Margaret Rozella Pentecost 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. 11 of 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 easterly margin of Bull Run Road at the southwest corner of the Mattie J. Cantrell property; thence S 76° 08' E, 312.40 feet; thence S 45° 00' W, 131.68 feet; thence S 20° 30' W, 100 feet; thence S 22° 00' E, 214 feet; thence N 83° 19' E, 2129.49 feet; thence S 47° 51' W, 341.85 feet; thence S 30° 10' W, 401.39 feet; thence S 55° 48' W, 228.11 feet; thence S 76° 21' W, 253.09 feet; thence N 71° 11' W, 1677.32 feet to a point in the easterly margin of Bull Run Road; thence northerly along the easterly margin of said Bull Run Road 430.70 feet to the point of beginning and containing 21.09 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 Cecil I. Pentecost and wife, Margaret Rozella Pentecost, 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~~xxx~~heirs and representatives, to warrant and forever defend the title to said Cecil I. Pentecost and wife, Margaret Rozella Pentecost, 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 Cecil I. Pentecost and wife, Margaret Rozella Pentecost

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 Cecil I. Pentecost and wife, Margaret Rozella Pentecost 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 Cecil I. Pentecost and wife, Margaret Rozella Pentecost 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 Cecil I. Pentecost and wife, Margaret Rozella Pentecost 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 Cecil I. Pentecost and wife, Margaret Rozella Pentecost hereunto set our hands at Nashville, Tennessee, this the 7th day of December 1972

Cecil I. Pentecost

Margaret Rozella Pentecost

A. Turner, Trustee

STATE OF TENNESSEE
Davidson County

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

~~Cecil I. Pentecost and wife, Margaret Rozella Pentecost~~

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, this 7th day of December, 1972

Mattie H. Finch, Notary Public.

Commission Expires My Commission Expires May 5, 1976

STATE OF TENNESSEE
DAVIDSON **County.**

Personally appeared before me, Jo Ann Smith, a Notary Public in and for said County and State, the within named Cecil I. Pentecost and wife, Margaret Rozella Pentecost

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 this 7th day of December, 1972

Jo Ann Smith, Notary Public.

Commission Expires May 15, 1973

STATE OF TENNESSEE
COUNTY OF DAVIDSON

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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....

Commission expires ....., Notary Public.

(over for additional acknowledgements)

DEC21'72 CONV *7,100.00
DEC21'72 MORT'G *5,680.00
DEC21'72 S'TAX A* 18.46
DEC21'72 S'TAX A* 3.70
DEC21'72 PR'FEE A* .50
DEC21'72 W'DEED A* 10.00 * 32.66

Gilbert Title 176059

INSTALLMENT DEED

FROM
A. TURNER, TRUSTEE FOR MEMORIAL TRUST

TO
CECIL I. PENTECOST AND WIFE, MARGARETT ROZELLA PENTECOST

Attorneys Title Company
Titles Guaranteed
NASHVILLE, TENN.

B 88636

T
IDENTIF. REFERENCE

DEC 21 11 12 AM '72
FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Cecil I. Pentecost (NAME)	Cecil I. Pentecost (NAME)	
Route 3 Bull Run Road (STREET ADDRESS OR ROUTE NUMBER)	Route 3 Bull Run Road (STREET ADDRESS)	55
Ashland City, Tennessee (CITY) (STATE) (P. O. ZIP)	Ashland City, Tennessee 37015 (CITY) (STATE) (ZIP)	10639 pt

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

$ 7,100.00 Cecil I. Pentecost
Affiant

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

J. [illegible] Cobb
Notary Public

MY COMMISSION EXPIRES: May 15, 1973
(AFFIX SEAL)