This Form furnished by Attorneys Title Company, Inc.

INSTALLMENT DEED

Form No. WD-4

FROM

MILDRED PEARL EDWARDS Rush MAIL

TO

THOMAS ISBELL ET UX

JANICE ISBELL

RECORDED INSTRUMENT
To: JOHN G. DOAK, Atty.
2525 Lebanon Road
Nashville, Tenn.
37214

For draftsman's use

PREPARED BY:

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

BOOK 4762 PAGE 979

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Thomas Isbell et ux (NAME)	- Same - (NAME)	Map 85-14
Munn Road (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	P.n.6-47
Nashville Tenn 37214 (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	O.D.

(FOR REGISTER'S USE)

IDENTIF. REFERENCE

Nov 8 12 43 AM '73

FELIX Z. MITCHELL, REGISTER
DAVIDSON COUNTY, TENN.

C 3 1 1 3 2

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 18,000.00 Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 5 DAY OF November 1973.

Notary Public

MY COMMISSION EXPIRES: 23 May 1974

(AFFIX SEAL)

NOTARY PUBLIC AT LARGE STATE TENNESSEE

FOR AND IN CONSIDERATION OF the sum of EIGHTEEN THOUSAND AND NO/100 ($18,000.00) DOLLARS

of which $ 700.00 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 an installment deed note of even date payable to the order of Mildred P. Edwards in the principal amount of $17,300.00 payable in 180 equal, consecutive, monthly installments of $146.00 each commencing on the 1st day of December, 1973; said payments include both principal and interest at the rate of 6% per annum. No prepayment shall be allowed prior to two years from this date. Thereafter there shall be no prepayment penalty. This property may not be transferred or conveyed by Grantees prior to full payment of this indebtedness without the express written permission of Mildred P. Edwards and any such transfer or conveyance without such permission shall be a default hereunder

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 hereinconveyed,

I, Mildred Pearl Edwards

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

Thomas Isbell and wife, Janice Isbell

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

LAND in Davidson County, Tennessee, being Lots 5,6,7,8,9, and part of 10, and a part of an unnumbered tract to the rear, on the Plan of Robert Olivers Lots on Stones River, as of record in Book 547, pages 111 and 112, Register's Office for Davidson County, Tennessee.

SAID lots and parts of lots are described together as follows: BEGINNING at an iron pin on the northeasterly side of Munn Road at the common corner of lots 4 and 5, on said Plan; thence with the northeasterly margin of Munn Road in a generally northwesterly direction around a curve to the right 520 feet, more or less, to a point on the northeasterly margin of an unnamed 20 feet roadway approximately 12 feet north of the southwesterly corner of Lot 10 on said plan; thence north 87° east 160 feet to a set stone past a large black oak tree; thence south 18° 17' east 90 feet to a set stone in a fence line; thence with said fence south 49° west 41.6 feet to an iron pin; thence south 50° 34' east 272.8 feet to an iron pin at the common northerly corner of Lots 4 & 5 on said plan; thence with the line between said Lots south 29° west 100 feet to the point of beginning.

(CONTINUED ON ATTACHED PAGE)

MAIL
RECORDED INSTRUMENT
To: JOHN G. DOAK, Atty.
P. O. Box 2525 Lebanon Road
Nashville, Tenn.
37214

This is unimproved ( ) improved ( ) property, known as _____ (House Number) (Street) (City or Town) (Postal Zone)

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 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 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 $Full 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 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 5th day of November 19 73

Mildred Pearl Edwards — MILDRED PEARL EDWARDS

Thomas Isbell — THOMAS ISBELL

~~Mildred P. Edwards and Mildred E. Edwards~~ Mildred Pearl Edwards and Mildred P. Edwards and Mildred E. Edwards being one and the same person.

Janice Isbell — JANICE ISBELL

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 Mildred Pearl Edwards and Thomas Isbell and wife, Janice Isbell (Mildred Pearl Edwards and Mildred P. Edwards and Mildred E. Edwards being one and the same person) the bargainor, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee, this 5th day of November, 19 73.

Helen L Sandson — Notary Public.

NOTARY PUBLIC * DAVIDSON CO.

Commission expires 11 August 1975

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 ...

NOV-8 CONV 18,000.00
NOV-8 MORTG 17,300.00
NOV-8 STAX A* 46.80
NOV-8 STAX A* 15.30
NOV-8 RDFEE A* .50
NOV-8 MTGFEE A* 6.00 * 68.60

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

..., Notary Public.

Commission expires ...

RECORDED INSTRUMENT FOR JOHN C. DOAK, ATTY. 3515 Lebanon Road Nashville, Tenn. 37214

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

BEING parts of the same properties conveyed to Robert Jackson Edwards and wife, Mildred Pearl Edwards, by deed from Victor H. Wilson and wife, Polly Wilson, of record in Book 1846, page 415 and by deed to Mildred E. Edwards, from Murray M. Culp, of record in Book 2535, page 251, Register's Office for Davidson County, Tennessee. The said Robert Jackson Edwards having since died.

This conveyance is subject to the following conditions and restrictions:

(1.) Grantee's heirs and assigns shall maintain the turn-around located on Grantors property across the road from the premises together with the retaining wall adjacent to the same, so long as Grantee's heirs and assigns; but grantees shall have no duty of maintainence if they cease using the turn-around. The turn-around referred to here is not part of the conveyed property.

(2.) No more than three (3) single family residences shall at any time be located on these premises.

(3) No trailors or mobile homes shall be allowed on the premises.

(4.) Any residence on the premises shall have at least 1000 square feet of livable floor space excluding basements, garages, porches, and carports.

(5.) No noxious or offensive activities or nuisances shall be carried on the premises or be allowed to exist thereon.

(6.) Residences shall be of clapboard, log, redwood, brick or other quality type exterior and shall be finished to grade with no exposed concrete block or concrete. No asbestos shingle or aluminum siding shall be allowed.

(7.) Conveyance is subject to any applicable zoning restrictions and any applicable easements of record.

(8.) Items (2.) through (6.) shall apply so long as Grantor shall live but shall be void thereafter.

Thomas X. Isbell

X Janice O. Isbell

Mildred P. Edwards

Pearl.

MAIL
RECORDED INSTRUMENT
To: JOHN G. DOAK, Attys
2525 Lebanon Road
Nashville, Tenn.
37214