Burgess & Guy Bills
L. B. Edgin - R#1 - Charlotte, Tenn BOOK 1823 PAGE 749

FORM 1003 **INSTALLMENT DEED — TENNESSEE TITLE COMPANY** Map 40 P/O Par 97 a c

FOR AND IN CONSIDERATION OF the sum of $2800.00
TWO THOUSAND EIGHT HUNDRED AND NO/100 ---------- DOLLARS
of which $ 1400.00 has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantees herein has executed his one promissory note of even date herewith, payable to the grantor herein, for the sum of $1400.00, payable $100.00 monthly, beginning June 1, 1961, and continuing for a period of 13 months thereafter, with interest at 6% per annum,

I hereby swear or affirm that the actual consideration or true value for this transfer, whichever is greater, is $ 2800. Affiant Grantee Attorney
Subscribed and sworn to before me this 14th day of June 1961
Deputy Register W. C. Williams

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,

I, JOHN C. JOHNSON,

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

L. B. EDGIN,

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

Being in the 12th Civil District of Davidson County, Tennessee, being known as part of the John C. Johnson 127 acre tract, and being shown as Tract 1, on a map of a subdivision of part of said land, made by Hickerson-Hickerson, Engineers, dated May 10, 1961, as follows:
BEGINNING at an iron pin in the north margin of a 35-foot private road, at the corner of Tracts 1 and 2; on said plan; said land being south of Johnson's Lake; thence with the north margin of said private road, in a westerly direction around a curve, 213 feet to an iron pin, which is 201 feet east of the easterly line of Mrs. Haner's Property; thence South 1° 45' East 500 feet to an iron pin; thence North 71° 20' East 210 feet to an iron pin at the corner of Tract 2; thence with the line between Tracts 1 and 2, North 1° 45' West 500 feet to the point of beginning, containing 2.4 acres, more or less.
Being part of the property conveyed to John C. Johnson and wife, Bessie Carmine Johnson, by deed from Dave Gifford and wife, as of record in Book 1272, page 565, said Register's office, and the said Bessie Carmine Johnson, having since died.

It is hereby understood and agreed between the Grantor and Grantee herein, the hereinabove described property is conveyed subject to the following restrictive covenants:

1. No residence shall be placed on this property with a floor space of less than 1000'.

2. No block dwelling may be constructed on this property. Residence must be weather-boarded, drop siding, asbestos siding, brick or stone.

3. No trailers may be parked on these lots.

4. No lumber or building materials may be left on these lots over a period longer than that necessary to construct a house.

5. Any building constructed for the purpose of housing livestock, or for any purpose other than a dwelling, a garage or a well house, must be at least 350' from the private road in front of the property.

A private road will be graded and surfaced with crushed rock by J.C. Johnson. Thereafter each property owner must keep up the road bordering his property and the road must be kept in good condition at all times.

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 L. M. Nelson 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 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 ____ day of

19 61

L. B. Edgin

John C. Johnson

JUN 11 '61 CONV *7,800.00
JUN 11 '61 S'TAX A* 3.08
JUN 11 '61 W'DEED A* 6.00 * 9.08

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, _____, a Notary Public in and for said County and State, the within named John C. Johnson and L. B. Edgin the bargainor__, 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 _____ this _____ day of _____, 195__

Commission Expires _____ Notary Public.

STATE OF _____

Before me, _____, a Notary Public within and for the State and County aforesaid, personally appeared _____ and _____, with whom I am personally acquainted and who upon { his oath / their several oaths } acknowledged { himself / themselves } to be the _____ and _____ respectively of the _____ the within named bargainor, a corporation, and that { he / they } as such _____ and _____, being authorized so to do, executed the foregoing instrument for the purpose therein contained by signing the name of the corporation by the said _____ as such _____ and attesting the same by the said _____ as such _____

WITNESS my hand and official seal at office at _____ on this the _____ day of _____, 19__

My commission expires _____ Notary Public

STATE TAX $ 4.70
PROBATE .50
TOTAL $ 4.70

JUN 22 1961
R. E. WORRALL
COUNTY COURT CLERK
DAVIDSON COUNTY, TENN.

INSTALLMENT DEED

FROM
JOHN C. JOHNSON

TO
L. B. EDGIN

REGISTER'S OFFICE
STATE OF TENNESSEE
DAVIDSON COUNTY
Received for record this ____ day of ____ A. D. 19__ at ____ o'clock ____ M.
C 5 8 1 6 4
Noted in Book ____ Page ____
Recorded in Book ____ Page ____
IDENTIF. REFERENCE
JUN 11 9 51 AM '61
Recording Fee $ ____
DEL. 7
DAVIDSON COUNTY REGISTER
TENN.
County Register
By ____ Dept. Reg.

Published by
TENNESSEE TITLE COMPANY
Nashville, Tenn.
Zone Office
LAWYERS TITLE INSURANCE CORPORATION
of Richmond, Virginia