THIS INSTRUMENT PREPARED BY

DAVID B. HERBERT
ATTORNEY, NASHVILLE, TENN.

INSTALLMENT DEED

For and in Consideration of the sum of FIVE THOUSAND NINE HUNDRED AND NO/100 * * * * * * * * * * * * * * ** * ($5,900.00) * * * * * * * * * * Dollars,

of which ONE THOUSAND NINE HUNDRED FIFTY AND NO/100 * * * * Dollars,

has been paid in cash by JOE D. DEMONBREUN and wife, JOSIE LEE DEMONBREUN

the receipt of which is hereby acknowledged, and for the remainder THREE THOUSAND NINE HUNDRED FIFTY AND NO/100 ($3,950.00) * * * * * * * * * * * * * Dollars,

the said JOE D. DEMONBREUN and wife, JOSIE LEE DEMONBREUN have executed their joint and several promissory note of even date herewith in the principal sum of $3,950.00, payable to Chester H. Weil and wife, Agnes Weil, payable as follows: First payment to begin February 15, 1975, in the amount of $658.33 plus interest at the rate of 8% per annum on the unpaid principal balance and continuing thereafter on a semi-annual basis for additional principal payments of $658.33 and one of $658.35 principal. All payments to include interest at 8% per annum on the unpaid balance at the date of each payment.

Said note provide 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, we, CHESTER H. WEIL and wife, AGNES WEIL

have this day bargained and sold, and do hereby transfer and convey unto the said JOE D. DEMONBREUN and wife, JOSIE LEE DEMONBREUN, their heirs and assigns,

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

Being Lot No. 7 on the survey of the C. H. Weil 21 acre Tract, not of record, described according to a survey by Jack R. Underwood, November 1968, as follows:

BEGINNING at an iron pin in the northerly right of way of Old Hickory Road at the common corners of Lots 6 and 7 on the above mentioned survey; thence leaving said right of way with the line between said lots, north 22 degrees east 368.25 feet to an iron pin in the Lavender property; thence south 86 degrees 15 minutes east 98 feet to an iron pin in the westerly right of way of Spears Road; thence with said right of way, south 19 degrees 59 minutes east 122 feet to an iron pin; thence south 17 degrees 06 minutes east 423.75 feet to an iron pin in the beginning of a curve to the right; thence around said curve 160 feet more or less to a point in the northeasterly right of way of said Old Chrlotte Road; thence with said right of way in a northwesterly direction along a slight curve to the left 505 feet, more or less to the point of beginning, containing 3.0 acres, more or less.

Being part of the property conveyed to Chester Harold Weil, by deed from Robert A. Nash, Jr., an unmarried person, doing business as Nash Food Products of record in Book 1492, page 197, said Register's Office.

The said Chester H. Weil being the one and same person as Chester Harold Weil.

This conveyance is made subject to restrictions set out elsewhere in this deed.

This is unimproved (X) / improved ( ) property, know as ______ (House Number) (Street) P. O. Address: (City or Town) (Zip Code)

To Have and to Hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said JOE D. DEMONBREUN and wife, JOSIE LEE DEMONBREUN, 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 JOE D. DEMONBREUN AND WIFE, JOSIE LEE DEMONBREUN, 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, _____, the said JOE D. DEMONBREUN AND WIFE, JOSIE LEE DEMONBREUN

do hereby transfer and convey unto David B. Herbert, Trustee his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title and interest thereto belonging, for the purposes aforesaid, only.

_____, the said JOE D. DEMONBREUN AND WIFE, JOSIE LEE DEMONBREUN

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 $_____ 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 JOE D. DEMONBREUN and wife, JOSIE LEE DEMONBREUN 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 JOE D. DEMONBRUEN and wife, JOSIE LEE DEMONBREUN/ 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 DAVID B. HERBERT, 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 CHESTER H. WEIL and wife, AGNES WEIL and JOE D. DEMONBREUN and wife, JOSIE LEE DEMONBREUN, hereunto set our hands at Nashville, Tennessee, this the 20th day of August 1974

Chester H. Weil

Agnes Weil

Joe D. Demonbreun

Josie Lee Demonbreun

SEP-6	CONV	*5,900.00			
SEP-6	MORT'G	*3,950.00			
~~SEP-6~~	~~S'TAX~~		~~A*~~	~~15.34~~	
SEP-6	S'TAX		A*	1.90	
SEP-6	P'FEE		A*	.50	
SEP-6	W'DEED		A*	8.00	* 25.74

STATE OF TENNESSEE
Davidson County

Personally appeared before me, David B. Herbert, a Notary Public in and for said County and State, the within named Joe D. Demonbreun and wife, Josie Lee Demonbreun

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 3rd day of September, 1974

Commission Expires 7/27/77

David B. Herbert, Notary Public.

STATE OF ~~XXXXX~~ FLORIDA
SARASOTA County.

Personally appeared before me, Joseph M. Kushner, a Notary Public in and for said County and State, the within named Chester H. Weil and wife, Agnes Weil

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 ~~XXXXXXXXXXXXXXXXX~~ Sarasota, Florida this 20th day of August 19 74

Commission Expires August 20 1974

Joseph M. Kushner, Notary Public.

AND, the Grantees, for themselves, their heirs, devisees, successors and assings, in consideration of the execution and delivery of this deed, hereby covenants and agrees with, and for the benefit of, the Grantors, their heirs, successors and assigns, to hold said premises hereby conveyed, upon the following terms:

1. All lots shall be used for residential purposes only; This to include a duplex or two family house, but not an apartment building.
2. The living area of any residential building, exclusive of garages, porches, or carports, shall be not less than 1400 square feet.
3. In conjunction with every residential building, there shall b installed an individual sewage disposal system meeting the requirements of the governing body having jurisdiction, until or unless a system of sanitary sewers is provided for sewage disposal.
4. No noxious or offensive trade shall be carried on upon any lot, nor shall anything be done thereon which may be or become a nuisance or annoyance to the neighborhood.
5. Mobile homes shall not be located on these lots and used as residences.
6. The covenants and restrictions hereinabove enumerated are for the benefit of the owners of all lots in this subdivision and shall run with the land until 1995, at which time the same shall be automatically extended for successive periods of ten (10) years, unless by a vote of the majority of the then lot owners, the same shall be terminated or be changed in whole, or in part.
7. In the event that any person or persons violate, or attempt to violate any of the covenants and restrictions hereinabove enumerated, any lot owner in this subdivision shall have the right to prosecute any proceedings at law or in equity against such person or persons either to enjoin such violation or to recover damages for the same.
8. Invalidity of any of the covenants and restrictions hereinabove enumerated, by judgment or Court Order, shall not affect the validity of the remaining covenants and restrictions.

INSTALLMENT DEED

FROM

CHESTER H. WEIL AND WIFE

TO

JOE D. DEMONBREUN AND WIFE

Attorneys Title Company
Titles Guaranteed
NASHVILLE, TENN.

C 70057

IDENTIF. REFERENCE

SEP 6 9 38 AM '74

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

Return to: David Herbert, Atty.
14th Flr. 3rd Natl. Bk. Bldg.

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Mr/Mrs Joe D.Demonbreun (NAME)	New Owners (NAME)	9D-13955
P. O. Box 12515 (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	112-0-42
Nashville, Tenn. 37212 (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	

THIS INSTRUMENT WAS PREPARED BY

David B.Herbert, Atty.
Third National Bank Building
Nashville, Tennessee

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 5,900.00 Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 3rd DAY OF September, 1974

Notary Public

MY COMMISSION EXPIRES: 7/27/77

(AFFIX SEAL)