THIS INSTRUMENT PREPARED BY:
DAVID B. HERBERT
ATTORNEY NASHVILLE, TENN.

Installment Deed

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ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Mr/Mrs Joe D. Demonbreun	New Owners	9D-B 955
(NAME): P. O. Box 12515	(NAME):	11 2-0-39
(STREET ADDRESS OR ROUTE NUMBER) Nashville, Tenn. 37212	(STREET ADDRESS)	
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

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 * ($1,950.00) * * * * * *Dollars, has been paid in cash, the receipt of which is hereby acknowledged, and for the remainder* THREE THOUSAND NINE HUNDRED FIFTY AND NO/100 * * * * * * * * * * * ($3,950.00) * * * * * * * * * * * * *Dollars,*

JOE D. DEMONBREUN and wife, JOSIE LEE DEMONBREUN ~~he~~ we *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.

and providing for payment of attorney's fees, and to secure the payment of said indebtedness, principal, 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 ~~(HXXXXXXX)~~, *heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:*

Being Lot 6 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 northerly right of way of Old Charlotte Road at the common corners of Lots 5 and 6 on the above mentioned survey; thence leaving said right of way with the line between said Lots, north 17 degrees west 404 feet to an iron pin in the south line of the Underwood property, also being the common rear corner of Lots 5 and 6; thence south 86 degrees 15 minutes east 506 feet to an iron pin in the south line of the Lavender property, also being the common rear corner of Lots 6 and 7; thence with the line between said Lots 6 and 7, south 22 degrees west 368.25 feet to an iron pinin the northerly right of way of said Old Charlotte Road; thence with said right of way in a westerly direction 252 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, as of record in Book 1492, page 197, said Register's Office.

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)

DAVID B. HERBERT NOTARY PUBLIC DAVIDSON COUNTY

AND, the Grantees, for themselves, their heirs, devisees, successors and assigns, 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 be 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 hereinabve 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.

The said CHESTER H. WEIL being the one and same person as CHESTER HAROLD WEIL.

unimproved (X
This is improved ( ) property, known as ..... (House Number) (Street) P. O. Address: (City or Town)

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, their ..... *(successors), 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 ..... *(successors), 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 indebtedness; rendering unnecessary court proceedings for the enforcement of said lien in the event of the non-payment of said indebtedness and installments thereof, as they mature, as hereinafter provided, and for the consideration of one dollar paid in cash, receipt of which is acknowledged, the said JOE D. DEMONBREUN and wife, JOSIE LEE DEMONBREUN, ... *hereinafter referred to as trustors, 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 upon the following uses and trusts:*

Trustors 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 the sum of $....., or at least the maximum insurable value, until the indebtedness herein secured is 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 or holder of said indebtedness as his interest may appear.

Trustors further agree to pay all taxes and assessments thereon, general or special, and to pay them when due, and, upon demand of said trustee or the lawful owner and holder of said indebtedness, to pay, discharge, or remove, any and all liens which may be hereafter placed against said property and which shall adversely affect the lien of this instrument or enforcement of the terms and provisions hereof; to keep the improvements on said property in good repair and preservation, and in case the trustee or his successors or the lawful owner and holder of said indebtedness shall hereafter be required to appear in any court or tribunal to enforce, or defend the title to, or possession of, said property, or the lien of this instrument, or appear in any court to prove the above indebtedness, all the costs and

expenses of such appearance or proceedings, together with a reasonable attorney's fee, shall be allowed, and be payable by trustors upon demand of the trustee or lawful owner or holder of said indebtedness, and, upon failure to do any of these things, then said trustee, or the lawful owner and holder of said indebtedness may do any or all of these things and the amounts so paid shall bear 6 percent interest from the date of payment and shall be and become a part of the indebtedness secured hereby.

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Now, if trustors shall pay the indebtedness aforesaid when due, according to its terms, and pay taxes, keep up repairs, and keep said premises insured, and pay any and all other sums when due, as aforesaid, then this trust conveyance shall be of no further force or effect. But if said indebtedness, or any installment thereof, or interest thereon, is not paid promptly at maturity, or if, failing to pay taxes, keep up repairs or keep said premises insured, or pay said other sums when due, as herein provided, trustors fail to reimburse the trustee, or lawful owner and holder of said indebtedness for all sums, with interest, so expended by said trustee, or lawful owner and holder of said indebtedness, 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 indebtedness then past due and unpaid, all remaining unpaid indebtedness, and installments thereof, 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. The trustee may, at any time after default in the payment of any of said indebtedness, enter and take possession of said property, and shall only account for the net rents actually received by him. It is further agreed 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 indebtedness 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 trustors, their order, 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 indebtedness, or, if more than one when said indebtedness is represented by notes, then of the first-maturing unpaid note, or upon his refusal or failure so to do, then the holder in order of the next maturing notes, 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 above named trustee shall be vested in said successor.

The word "Trustors" when used herein shall apply to parties both singular and plural.

IN WITNESS WHEREOF the parties to this instrument have signed their names, and the corporate party has caused its name to be signed hereto by its duly authorized officers, on this the 20th *day of* August, *19*74.

Chester H. Weil

Agnes Weil

Joe D. Demonbreun

Josie Lee Demonbreun

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

*the within named 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, *this* 3rd *day of* September, *19*74.

DAVID B. HERBERT ★ NOTARY PUBLIC ★ Tennessee DAVIDSON COUNTY

Notary Public

Commission expires 7/27/77

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STATE OF ~~FLORIDA~~ FLORIDA

COUNTY OF SARASOTA

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

the within named 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 ~~Sarasota~~ Sarasota, Florida, *this* 20th *day of* August, *19* 74.

Joseph M. Kushner
Notary Public

Commission expires August 20, 1977

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* .....

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

.....*Notary Public*

Commission expires .....

SEP-6 74 CONV *5,900.00
SEP-6 74 MORT'G *3,950.00
SEP-6 74 S'TAX A* 15.34
SEP-6 74 S'TAX A* 1.90
SEP-6 74 PR'FEE A* .50
SEP-6 74 W'DEED A* 8.00 * 25.74

INSTALLMENT DEED

FROM

CHESTER H. WEIL AND WIFE

TO

JOE D. DEMONBREUN AND WIFE

C 70058

IDENTIF. REFERENCE

Sep 6 9 41 AM '74

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

Chicago Title Insurance Company
First American Center — Phone 255-4631
NASHVILLE, TENNESSEE 37238

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