BOOK 4919 PAGE 533

This Form furnished by Attorneys Title Company, Inc.

INSTALLMENT DEED

Form No. WD-4

FROM

Tom C. Lamb

TO

W. T. Carter

For draftsman's use

PREPARED BY:
Caesar E. Urrutia
906 Stahlman Building
Nashville, Tennessee 37201

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
W. T. Carter (NAME)	SAME (NAME)	Pt 147-12
Nolensville Road (STREET ADDRESS OR ROUTE NUMBER)	SAME (STREET ADDRESS)	
Nashville, Tenn. 37211 (CITY) (STATE) (P. O. ZIP)	SAME (CITY) (STATE) (ZIP)	

(FOR REGISTER'S USE)

IDENTIF. REFERENCE T

JUN 6 10 20 AM '75

FEE PAID REGISTER DAVIDSON COUNTY, TENN.

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$38,250.00 Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE ~~1st~~ 6th DAY OF June, 1975.

Notary Public

~~MY COMMISSION EXPIRES:~~ Aug 29

~~(AFFIX SEAL)~~

D01514

FOR AND IN CONSIDERATION OF the sum of Thirty Eight Thousand Two Hundred Fifty and NO/100 ($38,250.00) DOLLARS

of which $ 7,650.00 has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantees has executed his one promissory note payable to the order of Tom C. Lamb. Said note in the principal sum of $30,600.00 is payable as follows: On the First day of July, 1975 the sum of $371.27 and thereafter an equal amount on the first day of each and every succeeding month until principal and interest at the rate of 8% per annum which is included in the payments has been paid in full.

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,

Tom C. Lamb

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

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

LAND in Davidson County, Tennessee being Lot No. 17 on the map of Tom C. Lamb Suvdivision 4 as of record in Plat Book 4675, page 151.

SAID Lot No. 17 fronts 30.11 feet on the Easterly side of Nolensville Road and extends back between lines 147.92 feet on the Northerly line and 147.56 feet on the southerly line to a dead line in the rear on which it measures 30.15 feet.

BEING part of the same property conveyed to Grantor by deed of record in Book 2138, page 541.

THIS conveyance is subject to restrictive covenants, easements and party walls as shown on the plat of record. A copy of restrictions and easements is attached to this Deed and made a part of the same.

This is unimproved ( ) improved ( ) property, known as ..... (House Number) (Street) P. O. Address: (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 seised 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 Caesar E. Urrutia 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 $ Ins. 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 herein, 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 trust 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 1st day of June, 19 75.

W. T. Carter

Tom C. Lamb

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Caesar E. Urrutia, a Notary Public in and for said County and State, the within named Tom C. Lamb and W. T. Carter, 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 1st day of June, 19 75

CAESAR E. URRUTIA NOTARY PUBLIC

Caesar E. Urrutia, Notary Public.

Commission expires May 10, 1976 5/10/76

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 _____.

JUN-6 CONV 38,250.00
JUN-6 MORTG 30,600.00
JUN-6 MTG TAX A* 99.32
JUN-6 MTG TAX A* 28.60
JUN-6 MTG FEE A* .50
JUN-6 MTG FEE A* 6.00 134.42

Witness my hand and seal, at office in _____,

this _____ day of _____, 19 _____.

_____, Notary Public.

Commission expires _____.

Restrictions applicable to lots 6-19 inclusive, of the Tom C. Lamb Subdivision Section Four as of Record in Book 4675, page 151 Register's Office Davidson County, Tennessee.

Whereas, Tom C. Lamb is the owner and developer of Tom C. Lamb Subdivision Section Four, and,

Whereas, Tom C. Lamb desires to place certain restrictions on lots 6-19 inclusive of this subdivision, and;

Whereas, Tom C. Lamb, the present owner, desires to transfer title to these lots together with the restrictions as set forth herein and the responsibility of enforcement to the new owners.

Now therefore, Tom C. Lamb does hereby declare the following restrictions on lots 6-19 inclusive, running with the title to the property, and his right of enforcement to the new owner of each of these lots as title is transferred.

1. Points of ingress and egress is restricted to the points as shown on the recorded plat.

2. Drive easements as shown on the recorded plat are for the use and benefit of the owners or occupants of lots 6-19 inclusive and shall be used for access and parking for any and all of these lots.

3. No structure, sign or barrier of any type shall be permitted which would create an inconvenience to the owner or occupant of any lot.

4. It shall be the responsibility of all property owners of lots 6-19 to pay their prorata share of taxes and maintance on easement between lots # 12 and 13.

5. Drive easements shall be maintained in accordance with specifications as approved by all of the owners, either through an owners association or individually.

6. Parking spaces shall be shown only in accordance with a master plan for lots 6-19 inclusive and approved by all of the owners either through an owners association or individually.

7. For any decision matter the record owner of any lot shall be considered as one (1) vote.

8. The owner of any lot may enforce or cause to be enforced any item as set forth in this instrument.

These restrictions are for the protection, use, and benefit of all of the owners of lots 6-19 inclusive of this subdivision and any amendment thereof must be approved by the same.

(1) Easement for sidewalk and driveways in front, side and rear of the property herein described.

(2) Subject to the rights of adjacent property to all party walls.