prepared by: Joe. E. Haynes
Buchanan St.
Nashville, Tenn.

BOOK 4931 PAGE 323

M. 55
P. 58
PW

Beuer + Taxbills
Billy C. Pentecost
Rt 3 Bull Run Rd.
Ashland city, Tenn.

Mail to

INSTALLMENT DEED

For and in consideration of the promise of Billy C. Pentecost and wife, Geraldene Pentecost, to pay in equal monthly installments of $68.90, the balance of $4,690.75 owed by Margaret Rozella Pentecost to Memorial Trust on a note dated December 7, 1972, Margaret R. Pentecost, the surviving spouse of Cecil I. Pentecost has this day bargained and sold and does hereby transfer to the said Billy C. Pentecost and wife, Geraldene Pentecost, their heirs and assigns, certain real estate in Davidson County, Tennessee as follows:

> Land in the 13th Civil District of Davidson County, Tennessee, being Tract No. 11 of the A. Turner, Trustee property, not of record, located on Bull Run Road, and described according to a survey by Richardson-Morris Co., Surveyors, dated November 7, 1972, as follows:
>
> Beginning at a point in the easterly margin of Bull Run Road at the southwest corner of the Mattie J. Cantrell property; thence S. 76 deg. 08' E, 312.40 feet; thence S. 45 deg. 00' W. 131.68 feet; thence S. 20 deg. 30' W, 100 feet; thence S. 22 deg. 00' E, 214 feet; thence N. 83 deg. 19" East, 2129.49 feet; thence S. 47 deg. 51' W, 341.85 feet; thence S. 30 deg. 10' W. 401.39 feet; thence S. 55 deg. 48' W, 228.11 feet; thence S. 76 deg. 21' West253.09 feet; thence N. 71 deg. 11' west, 1677.32 feet to a point in the easterly margin of Bull Run Road; thence northerly along the easterly margin of said Bull Run Road 430.70 feet to the point of beginning and containing 21.09 acres, more or less.
>
> Being part of the same property conveyed to A. Turner, Trustee for Memorial Trust, by deed from Jack H. Clement, unmarried, of record in Book 4642, Page 581, Register's Office for Davidson County, Tennessee.
>
> This conveyance is made subject to the following restrictive covenants:
>
> 1. All residences shall contain a minimum of 1,000 sq. living area excluding porches, patios and carports and have at least 75% brick or stone veneer to grade on the front exterior.
>
> 2. All residences shall set back at least 50 ft. from road right-of-way and at least 10 ft. off property side line. All extra buildings shall set to the rear of any structure used for a residence.
>
> 3. All mobile homes must setback at least 150 ft. from road right-of-way and mobile homes must be underpinned completely with brick, stone or block.
>
> 4. No temporary structures or unfinished houses shall be used as a residence at any time.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

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

$ 2,100

Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 11th DAY OF Dec. 1972

Notary Public

5. Any swine kept on said tract must be kept at least 700 ft. from road right-of-way and any commercial dog kennels or commercial fowl buildings must be maintained at the same 700 ft. distance.

6. Nothing shall be allowed that would be termed as a general nuisance to the neighborhood.

7. These restrictions shall run with the land for a period of 20 years from this date and be binding on any and all owners and enforcible by same.

Billy C. Pentecost and wife, Geraldene Pentecost, their heirs and assigns, are to have and to hold said real estate with the appertunances, estate, title and interest thereto belonging..

The installments include interest at the rate of 8% per annum, said installments to be applied first to interest and balance to principal until the entire amount both principal and interest shall have been paid in full, all in accordance with the terms and conditions as set out in the note of Cecil I. Pentecost and wife, Margaret Rozella Pentecost.

In order to secure the above payments, principal and interest, and attorney's fees, a lien is expressly retained on the land herein conveyed.

I, Margaret R. Pentecost, covenant that I am lawfully seized and possessed of said real estate in fee simple, having good right to convey it, and that the same is encumbered only by the existing mortgage on the property which Billy C. Pentecost and Geraldene Pentecost agree herein to assume. I further covenant and bind myself, my successors, and representatives to warrant and forever defend the title to said real estate to said Billy C. Pentecost and wife, Geraldene Pentecost, their heirs and assigns, against the lawful claims of any persons.

We the said Billy C. Pentecost and Geraldene Pentecost agree to pay all taxes and assessments on said property and to pay them when due, and in case we fail to do either, then the Grantor, Margaret R. Pentecost, or her heirs 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.

If the said Billy C. Pentecost and wife, Geraldene Pentecost, should fail to make the aforesaid payments when due or to pay taxes and assessments, the said Margaret R. Pentecost shall have the option to pay the back taxes and/or past due installments and to retake possession of the premises, or to sale 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 upon giving twenty days' notice by three publications in any newspaper, daily or weekly, published in Davidson County, Tennessee. In case of sale hereunder, the proceeds will be applied as follows: (1) 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. (2) To the payment of all taxes which may be unpaid on said premises. (3) To the payment of all unpaid notes herein secured, and any and all sums expended in the protection of said property, as herein authorized. (4) The residue, if any, will be paid to Billy C. Pentecost and wife, Geraldene Pentecost, their representatives or assigns.

In witness whereof, we the said Billy C. Pentecost and wife, Geraldene Pentecost and Margaret R. Pentecost, hereunto set out hands at Nashville, Tennessee, this 28 day of May, 1975.

Billy C. Pentecost
Billy C. Pentecost

Geraldene Pentecost
Geraldene Pentecost

Margaret R. Pentecost
Margaret R. Pentecost

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before me, _____, a notary public in and for said County and State, the within named Billy C. Pentecost, Geraldene Pentecost and Margaret R. Pentecost, 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 28 day of May, 1975.

_____
Notary Public

JAMES R. SHRUM NOTARY PUBLIC DAVIDSON COUNTY, TENN.

My Commission Expires:
8-14-78

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IDENTIF. REFERENCE

JUL 11 2 12 PM '75

FELIX A. ROBERTSON REGISTER
DAVIDSON COUNTY, TENN.

JUL 11 75	CONV	*7,100.00			
JUL 11 75	MORT'G	*6,690.75			
JUL 11 75 S'TAX			A*	18.46	
JUL 11 75 S'TAX			A*	2.70	
JUL 11 75 PR'FEE			A*	.50	
JUL 11 75	W'DEED		A*	8.00	* 29.66