This instrument was prepared
by Carmack Cochran, Attorney
Nashville, Tennessee

BOOK 5032 PAGE 661

# INSTALLMENT DEED WITH LIEN RETAINED

| Address New Owner(s) As Follows: | Send Tax Bills To: | Map-Parcel Numbers |
|---|---|---|
| Ben W. Claiborne et ux. | Same | 182 |
| Name | Name | P/O 67 |
| 390 Ashgrove Drive | | |
| Street Address or Route Number) | (Street Address) | |
| Nashville, Tennessee 37211 | | |
| (City) (P.O.Zone) (State) | (City) (Zone) (State) | |

FOR AND IN CONSIDERATION of the sum of Twelve Thousand and

No/100 Dollars ($12,000.00 )

of which Three Thousand Four Hundred Eighty and

No/100 Dollars ($ 3,480.00 )

has been paid in cash, the receipt of which is hereby acknowledged, and for the remainder

Eight Thousand Five Hundred Twenty and No/100 Dollars ($ 8,520.00 )

Ben W. Claiborne and wife, Linda S. Claiborne have executed their vendors lien note of even date herewith payable to the order of Louise Burkitt, A. J. Burkitt, L. H. Burkitt and Lucien H. Burkitt, Executor of the Estate of Mary Elizabeth Burkitt, in said principal sum of Eight Thousand Five Hundred Twenty and No/100 Dollars ($8,520.00 ) bearing interest from date at the rate of eight percent (8%) per annum, interest to date being payable on January 2, 1977, and said note being payable thereafter, principal and interest in 120 equal monthly installments in the amount of One Hundred Three and 37/100 Dollars ($103.37 ) each, the first of which installments shall be due and payable on February 1, 1977 and one of such installments being due and payable on the first day of each month thereafter until the full amount, principal and interest, has been paid, with the right and privilege in the maker, or makers, of making payments in advance, any such advance payments to be applied first in payment of interest to date of payment and the remainder applied in reduction of principal in inverse order of maturity of such installments and, provided further, that no principal payments will be made or received prior to January 2, 1977, said note further providing that upon default in the payment of any amount due thereunder, principal or interest, as and when due, the holder thereof, at the holder's option, may declare the entire balance due and payable without notice to the makers and further providing for the payment of reasonable attorney's fees, expenses and costs of collection in the event of default; and to secure the payment of said note, principal and interest, attorney's fees, expenses and costs and to secure the performance of the other covenants and terms of this instrument as herein provided a lien is expressly retained on the land herein conveyed, we, Louise Burkitt, A. J. Burkitt, L. H. Burkitt and Lucien H. Burkitt, Executor of the Estate of Mary Elizabeth Burkitt, have this day bargained and sold, and do hereby transfer and convey unto the said

Ben W. Claiborne and wife, Linda S. Claiborne,

their (successors), heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Land in the 5th Civil District of Davidson County, Tennessee, being Tract No. 12, on the survey of a portion of the Burkitt Estate Farm, more fully described according to a survey by Billy Carl Tomlin, dated April 15, 1976, not of record.

STATE OF TENNESSEE]
COUNTY OF DAVIDSON] The actual consideration or value whichever is greater for this transfer is $ 12,000.00 .

Subscribed and sworn to before me this the 4th day of July, 1976.

My Commission expires: August 4, 1979

Affix Seal

Ben W. Claiborne
Affiant

Elizabeth M. Amos
Notary Public

Said tract is bound in the general on the North by Burkitt's Tract No. 11, on the East by Battle Road, on the West by Burkitt's Tract No. 4, on the South by Burkitt's Tract No. 13.

COMMENCING at a point in the west margin of Battle Road, said point being Huffman's northeast corner; thence with the west margin of Battle Road, with the two following calls, N 34° 35' W 667 feet, and N 6° 45' E 85 feet to the point of beginning; thence with a new staked line N 84° W 1122 feet to an iron pin; thence N 6° 45' E 199.4 feet to an iron pin; thence with a new staked line S 84° E 1122 feet to an iron pin in the west margin of Battle Road; thence with the west margin of said Road S 6° 45' W 200 feet to the point of beginning, containing 5.12 acres, more or less.

BEING part of the same property conveyed to Louise Burkitt, A. J. Burkitt, Mary Elizabeth Burkitt and L. H. Burkitt, as tenants in common, by deed from William B. Burkitt and wife, Marguerite P. Burkitt, of record in book 3837, page 364, and by deed from William Gray Burkitt Melton, of record in Book 4000, page 454, Register's Office for Davidson County, Tennessee. The said Mary Elizabeth Burkitt died August 11, 1975, a resident of Davidson County, Tennessee. Her will was probated in the Probate Court of Davidson County on March 8, 1976 and Lucien H. Burkitt was issued Letters Testamentary as Executor of the Estate of Mary Elizabeth Burkitt on March 9, 1976.

This is unimproved property, known as Battle Road, Antioch, Tennessee .

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging to the said

Ben W. Claiborne and wife, Linda S. Claiborne, 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 except by taxes for the year 1976 which will be paid by grantors.

This conveyance is expressly subject to the following agreements, covenants and restrictions, which agreements, covenants and restrictions run with the land and relate to the entire tract of 236 acres more or less consisting of Tracts Nos. 1 through 19 on an unrecorded survey of a portion of the Burkitt Estate farm as prepared by Billy Carl Tomlin, Surveyor, dated April 15, 1976, and shall operate for the benefit of and may be enforced by the owner of any of said Tracts Nos. 1 through 19 with reference to all such Tracts as follows:

1. No residence shall be constructed with less than 1200 square feet of living area, excluding garages and porches.
2. All residential buildings must have exterior material to grade (no block foundations left exposed).
3. All residential buildings must be set back at least 100 feet from the public road property line. All detached buildings must be in the rear of dwelling, except present barn on Tract No. 7 which may be left in present location.
4. All barns and related type buildings must be set back 200 feet or more from front property line and 25 feet from side and rear lines.
5. No trailer or mobile home, basement house, garage, barn or other building may be used as temporary or permanent living quarters. The barn on Tract No. 7, however, may be converted into living quarters and left in its present location.
6. There shall be no commercial poultry or swine feeding on any of Tracts Nos. 1 through 19.
7. There shall be no storage of junk cars, building materials, or any other offensive or unsightly storage on Tracts Nos. 1 through 19.
8. These restrictions shall continue in force until the 1st day of May, 1996.

These restrictions shall not apply to any land of grantors other than the tract of 236 acres more or less (Tracts 1 through 19) unless these or other restrictions are made applicable to such other land by express provision in an instrument executed for that purpose.

We further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to said real estate to said

Ben W. Claiborne and wife, Linda S. Claiborne, 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 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

Ben W. Claiborne and wife, Linda S. Claiborne

hereinafter referred to as trustors, hereby transfer and convey unto G. Rhea Bucy, Trustee, his successors and assigns, the real estate hereinbefore described, together with all the improvements now or hereafter erected on the property and all the appurtenances, estate, title and interest thereto belonging, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this conveyance, 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 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 or their 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; to commit no waste; 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, the terms of this instrument or to 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 8 percent interest from the date of payment and shall be and become a part of the indebtedness secured hereby.

Now, if trustors shall pay the indebtedness aforesaid when due, according to its terms, and pay taxes, keep up repairs, keep said premises insured, and commit no waste 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, or if trustors commit waste and fail to pay for waste so committed 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 words "Trustors", "he", "his", "their", "holder", "maker", "owner" when used herein shall apply to parties both singular and plural and to either gender.

IN WITNESS WHEREOF the parties to this instrument have signed their names on this the 26 day of May, 1976.

Louise Burkitt
Louise Burkitt

A. J. Burkitt
A. J. Burkitt

L. H. Burkitt
L. H. Burkitt

Lucien H. Burkitt Executor
Lucien H. Burkitt, Executor
of the Estate of
Mary Elizabeth Burkitt

Ben M. Claiborne

Linda S. Claiborne

STATE OF TENNESSEE]
]
COUNTY OF DAVIDSON]

Personally appeared before me, William M. Johnson, a Notary Public in and for said County and State, Louise Burkitt, A. J. Burkitt, L. H. Burkitt and Lucien H. Burkitt, Executor of the Estate of Mary Elizabeth Burkitt, the within named 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~~ Antioch, Tennessee, this 27 day of May, 1976.

William M. Johnson
Notary Public at Large

WM. M. JOHNSON NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

Commission Expires Aug. 14, 1978

STATE OF TENNESSEE]
]
COUNTY OF DAVIDSON]

Personally appeared before me, Elizabeth M. Amos , a Notary Public in and for said County and State,

Ben W. Claiborne and Linda S. Claiborne,

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, Tennessee, this 4th day of June, 1976.

Elizabeth M. Amos Notary Public

Commission Expires August 4, 1979.

NOTARY PUBLIC

D 5 2 5 2 8

IDENTIF. REFERENCE

JUN 8 9 26 AM '76

FELIX A. ... REGISTER
DAVIDSON COUNTY, TENN.

| | | | | | |
|---|---|---|---|---|---|
| JUN-8 76 | CONV | 12,000.00 | | | |
| JUN-8 76 | MORT'G | *8,520.00 | | | |
| JUN-8 76 | S'TAX | | B* | 31.20 | |
| JUN-8 76 | S'TAX | | B* | 6.50 | |
| JUN-8 76 | PR'FEE | | B* | .50 | |
| JUN-8 76 | W'DEED | | B* | 10.00 | * 48.20 |