MR Attorney Preparing Deed Snodgrass & Krigge, Nash

Installment Deed BOOK 5091 PAGE 386

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Ollie J. Cripps	Ollie J. Cripps	55
(NAME:)	(NAME:)	# 4
Route 2, Box 216R	Route 2, Box 216R	
(STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	
Joelton, Tennessee 37080	Joelton, Tennessee 37080	
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of Ten Dollars ($10.00) *Dollars,*

of which Three Thousand Five Hundred ($3,500.00) *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder Twenty-three Thousand Nine Hundred ($23,900.00) *Dollars,*

Ollie J. Cripps and wife, Frieda W. Cripps

have executed

An Installment Note of even date herewith payable to H. Raymond Ligon, Trustee for Memorial Care Fund Trust (Memorial Trust) in the principal sum of $23,900.00 payable in 240 monthly installments of $219.81 per month, which payment includes interest on the principal sum at the rate of 9-1/4% per annum, the first such installment being due and payable on the 1st day of January, 1976 and monthly thereafter until paid in full.

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, H. Raymond Ligon and Martha Finch, Trustees of the Memorial Care Fund Trust

have this day bargained and sold, and do hereby transfer and convey unto the said

Ollie J. Cripps and Frieda W. Cripps

their *(successors), 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. 1 on Bull Run Road as described in the survey by Richardson-Morris Company, Surveyors, dated November 7, 1972, as follows:

Beginning at a point in the westerly margin of Bull Run Road at the northeast corner of the property conveyed to V. R. Langley by deed of record in Book 2535, Page 633, said Register's Office; thence N. 69° 15 ' W, 347.40 feet; thence N 66° 08' W, 631.17 feet; thence N 55° 00' W 800.25 feet; thence N 32° 00' W, 420.75 feet; thence N 25° 00'W, 165 feet; thence N 30° 00' W, 247.50 feet; thence N 25° 00' W 156.75 feet; thence N 32° 00'W, 330 feet; thence N 28° 29' W, 553.78 feet;thence S 67° 35' 05" W, 593.22 feet; thence N 11° 13' 36" W, 465.97 feet; thence N 11° 32" E, 177 feet; thence N 43° 29' E, 68.61 feet; thence N 1° 51' 18" W 680 feet; thence N 39° 38' W, 115.26 feet; thence N 38° 43' E, 96.66 feet; thence S 86° 11' E, 670.26 feet; thence S 10° 00'W 184.90 feet; thence S 31° 57' E, 2752.92 feet; thence S 2° 26' E, 236.51 feet; thence S 53° 20' E, 1300 feet to a point in the westerly margin of Bull Run Road; thence southerly along the westerly margin of said Bull Run Road, 202 feet to the point of beginning and containing 68.52 Acres, more or less.

STATE OF TENNESSEE
COUNTY OF DAVIDSON
THE ACTUAL CONSIDERATION OR TRUE VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS
$ 24000.00
Affiant
SUBSCRIBED AND SWORN TO BEFORE ME, THIS
THE 26th DAY OF Dec. 1975.
Deputy Register

(Over)

Being the same property conveyed to H. Raymond Ligon and Matha Finch, Trustee of Memorial Care Trust Fund by deed from S. Ralph Gordon, Trustee of record in Book 5091, Page 384, Register's Office for Davidson County, Tennessee.

unimproved (X)
This is improved ( ) property, known as Tract # 1, Bull Run Road, Davidson County, Tennessee.
(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 Ollie J. Cripps and wife, Freida W. Cripps 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* Ollie J. Cripps and wife, Freida W. Cripps *(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 Ollie J. Cripps and wife, Frieda W. Cripps *hereinafter referred to as trustors, hereby transfer and convey unto* S. T. Snodgrass, *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.

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 17 *day of* November, *19* 76

Woodlawn Memorial Park, Inc., beneficiary of Memorial Trust Fund joins in the execution of this deed for the conveyance of such interest as it may have.

WOODLAWN MEMORIAL PARK, INC.

BY: H. Raymond Ligon

H. Raymond Ligon
President

MEMORIAL CARE FUND TRUST

BY: H. Raymond Ligon ✓

H. Raymond Ligon, Trustee

By: Martha Finch ✓

Martha Finch, Trustee

Ollie J. Cripps

Ollie J. Cripps

Frieda W. Cripps

Frieda W. Cripps

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Carolyn Bowman *a Notary Public in and for said County and State,* H. Raymond Ligon and Martha Finch, in their capacity as Trustees of Memorial Care Trust Fund

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* 17 *day of* November, *19* 76

Carolyn Bowman *Notary Public*

CAROLYN BOWMAN NOTARY PUBLIC DAVIDSON COUNTY, TENN.

Commission expires May 7, 1980

BOOK 5091 PAGE 389

STATE OF Tennessee }
COUNTY OF Davidson }

Personally appeared before me, Carolyn Bowman, *a Notary Public in and for said County and State,* Ollie J. Cripps and wife, Frieda W. Cripps

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* 15 *day of* November, *19* 76.

Carolyn Bowman *Notary Public*

Commission expires 9-21-80

CAROLYN BOWMAN NOTARY PUBLIC DAVIDSON COUNTY

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 corporatoin by* .....*self as* .....

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

.....*Notary Public*

Commission expires .....

NOV26'76	CONV	27,400.00			
NOV26'76	MORT'G	23,900.00			
NOV26'76	S'TAX		B*	71.24	
NOV26'76	S'TAX		B*	21.90	
NOV26'76	PR'FEE		B*	.50	
NOV26'76	W'DEED		B*	10.00	* 103.64

INSTALLMENT DEED

FROM H. Raymond Ligon & Martha

Finch, Trustees for Memorial Care Trust Fund

TO Ollie J. Cripps and wife,

Frieda W. Cripps

D 7 8 7 1 0

IDENT'F. REFERENCE

Nov 26 12 17 PM '76

FELIX REGISTER
DAVIDSON COUNTY, TENN.

Compliments of

Guaranty Title Company

A Division of

Kansas City Title Insurance Company

American Trust Building

S. W. Cor. Third & Union

NASHVILLE, TENNESSEE

This conveyance is made subject to the following restrictive covenants:

1. All residences shall contain a minimum of 1,000 sq. ft. of 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 set back 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.

5. Any swine kept on any 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.