Mail to: Citizens Bank
3610 Nolensville Rd
Nashville 37211

Installment Deed

BOOK 5093 PAGE 539

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP PARCEL NUMBERS
Theodore C. Weber, etux	Same	
(NAME)	(NAME)	86
7014 Bonnemere Drive		
(STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	6 43
Nash. 37076 Tenn		
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of $15,000.00
Fifteen Thousand and 00/100---------- Dollars,
of which $3,000.00
Three Thousand and 00/100---------- Dollars, has been paid in cash,
the receipt of which is hereby acknowledged, and for the remainder of $12,000.00
Twelve Thousand and 00/100---------- Dollars,

Theodore C. Weber and wife, Betty L. Weber have executed
Their promissory note in the principal sum of Twelve Thousand and 00/100 Dollars ($12,000.00) payable to the order of William Eugene Hoffman, in six (6) semi-annual installments of Two Thousand and 00/100 ($2,000.00) Dollars each, the unpaid principal bears interest at the rate of eight per cent (8%) per annum,

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, William Eugene Hoffman and wife, Mary Sue Hoffman

have this day bargained and sold, and do hereby transfer and convey unto the said Theodore C. Weber and wife, Betty L. Weber, their (successors), heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

SEE ATTACHED EXHIBIT " A "

DEC-3	CONV	15,000.00			
DEC-3	MORT'G	12,000.00			
DEC-3	S'TAX		B*	39.00	
DEC-3	S'TAX		B*	10.00	
DEC-3	PR'FEE		B*	.50	
DEC-3	W'DEED		B*	6.00	* 55.50

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ 15,000.00

Subscribed and sworn to before me, this the ____ day of _____, 19__

Affiant

My commission expires: _____

(Affix Seal)

Notary Public

This is improved (XX) 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 Theodore C. Weber and wife, Betty L. Weber, 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 our heirs and representatives, to warrant and forever defend the title to said real estate to said Theodore C. Weber and wife, Betty L. Weber (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 instalments thereof, as they mature, as hereinafter provided, and for the consideration of one dollar paid in cash, receipt of which is acknowledged, the said Theodore C. Weber and wife, Betty L. Weber hereinafter referred to as trustors, hereby transfer and convey unto William Eugene Hoffman, Jr. 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 Registers 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.

Witness hand this 1st day of December, 1976, the corporate party, if any, having caused its name to be signed hereto by its duly authorized officers on said day and date.

William Eugene Hoffman — Theodore C. Weber
Mary Sue Hoffman — Betty L. Weber

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Robert B. Cooter, a Notary Public in and for said County and State, William Eugene and Mary Sue Hoffman and Theodore C. and Betty L. Weber

the within named bargainor, with whom I am personally acquainted, and who acknowledged that executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee, this 1st day of December, 1976.

ROBERT B. COOTER NOTARY PUBLIC DAVIDSON COUNTY TENNESSEE

Robert B. Cooter, Notary Public

Commission expires Jan. 29, 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 .....

INSTALLMENT DEED

FROM

William Eugene Hoffman and wife, Mary Sue Hoffman

TO

Theodore C. Weber and wife, Betty L. Weber

Prepared by:
Richard Clark, Atty.
1161 Murfreesboro Rd.
Nashville, Tenn.

D 79679

IDENTIFICATION

DEC 3 11 38 AM '76

Compliments of
Chicago Title Insurance Company
American Trust Bldg.—S. W. Corner
Third & Union
NASHVILLE, TENNESSEE 37201

Land in the 4th Civil District of Davidson County, Tennessee, described as Tract Number 3, according to a copy of a survey made by A & A Engineer's, Inc., Engineer, dated October 16, 1976, and described as follows:

> Commencing at an iron pin located in the center line of the intersection of Old Lebanon Dirt Road and Tulip Grove Road; thence with a curve to the left in a southwesterly direction having a radius of 1465.0 feet and a distance of 244.66 feet to a railroad spike, the point of beginning. Thence N 31°41'49"W 889.80 feet to an iron pin; thence S 70°35'37"W 261.33 feet to an iron pin; thence S 32°02'02" E 869.31 feet to a railroad spike in the center line of Old Lebanon Dirt Road; thence with a curve to the right in a northeasterly direction having a radius of 1465.0 feet and a distance of 265.0 feet to the point of beginning. Said tract containing 5.10 acres, more or less.

The following restrictions are declared to be covenants running with the land and binding upon the grantees, their heirs and assigns:

(1) All residences shall contain a minimum of 1500 square feet for one story homes and 1800 square feet for two story homes, excluding porches, carports and garages.

(2) All residences shall be set back from road right-of-ways at least 100 feet, and set off any side line at least 20 feet.

(3) All residence exteriors shall consist of at least 65% brick or stone veneer to grade, with remainder of exterior materials to be permanent, weatherproof, and decorative.

(4) No mobile homes or modular homes will be allowed at any time.

(5) No incomplete residence shall be occupied at any time.

(6) Any separate garages, barns, or other outbuildings shall be constructed behind the residence and in no case shall they be located closer than 150 feet from the margin of U. S. Highway #31. All outbuildings shall be located at least 20 feet from any side line. Such buildings are to be constructed of permanent weatherproof materials, so as not to constitute an eyesore.

(7) No swine, dog kennels, or commercial poultry facilities shall be allowed at any time.

(8) No unsightly accumulation of rubbish or unoperative cars will be allowed at any time.

(9) Only one residence may be constructed and located upon the property at any one time.

(10) The above restrictions are covenants running with the land and binding upon the grantees, their heirs and assigns, for a period of 15 years from the date of deed. These restrictions shall be enforceable by Tyler Berry and/or Tyler Berry, III Co-Trustees, their successors and assigns.

Being part of the same property conveyed to William Eugene Hoffman and wife Mary Sue Hoffman, by deed from Andy Thomas Kent and wife, Edna Mae Q. Kent as of record in Book 4614, page 138, in Register's Office for Davidson County, Tennessee.