Installment Deed

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PREPARED BY
THOMAS M. EVANS, ATTORNEY
THIRD NATIONAL BANK BUILDING
NASHVILLE, TENNESSEE 37219

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Claude Country Realtors, Inc. (NAME)	Claude Country Realtors, Inc. (NAME)	
4505 Nolensville Road (STREET ADDRESS OR ROUTE NUMBER)	4505 Nolensville Road (STREET ADDRESS)	147-16
Nashville, Tennessee 37211 (CITY) (P. O. ZONE) (STATE)	Nashville, Tennessee 37211 (CITY) (ZONE) (STATE)	98 Pt

Mail

FOR AND IN CONSIDERATION of the sum of Forty Seven Thousand, Five Hundred and no/100 ($47,500.00) ---------- *Dollars,*

of which Seven Thousand and no/100 ($7,000.00) ---------- *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder Forty Thousand, Five Hundred and no/100 ($40,500.00) ---------- *Dollars,*

Claude Country Realtors, Inc., a Tennessee corporation, *has executed*

and delivered its promissory note of even date herewith in the principal sum of Forty Thousand Five Hundred and no/100 ($40,500.00) Dollars, payable to the order of Tom C. Lamb in 144 monthly installments, the first 143 at $438.39, and the last installment, or 144th, at $439.15, which includes interest at the rate of eight (8%) per cent per annum, the first payment of which is due March 1, 1977, and monthly thereafter on the first (1st) day of each month until the full amount has been paid,

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,

we, TOM C. LAMB and wife, MATTIE SUE LAMB,

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

CLAUDE COUNTRY REALTORS, INC., a Tennessee corporation, its *(successors and assigns,*

certain real estate in Davidson County, Tennessee, as follows:

Land in Davidson County, Tennessee, being Lot No. 6 on the Map of Tom C. Lamb Subdivision Section 4 as of record in Book 4675, page 151, Register's Office for said County.

Said Lot No. 6 fronts 52.76 feet on the easterly side of Nolensville Road and extends back between lines 173.37 feet on the southerly line and 181.26 feet on the northerly line to an alley measuring 52.94 feet thereon.

Being part of the property conveyed to Tom C. Lamb and wife, Edna V. Lamb, by deed from Herbert E. Bernal and wife, of record in Book 2138, page 541, said Register's Office, the said Edna V. Lamb having since died.

This conveyance is made subject to restrictions, a copy of which is attached hereto and made a part hereof.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value, whichever is greater, for this transfer is $47,500.00

Affiant

Subscribed and sworn to before me, this the 11th day of March 19 77

My commission expires: March 16, 1980

(Affix Seal)

Notary Public

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This is improved (X) 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 Claude Country Realtors, Inc., its ..... *(successors), 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 taxes for the year 1977, which have been prorated as of the date hereof and the entire balance assumed by the grantee; easement for support of joint or party walls; twenty-foot sewer easement, drive easement, anchor easement, no vehicular access as to part of premises, and conditions of owner's certificate as shown on Plan of record in Book 4675, page 151, Register's Office for Davidson County, Tennessee.

We *further covenant and bind* ourselves, our *heirs and representatives, to warrant and forever defend the title to said real estate to said* Claude Country Realtors, Inc., its *(successors) 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 Claude Country Realtors, Inc. *hereinafter referred to as trustors, hereby transfer and convey unto* Thomas M. Evans, *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 $ 40,500.00 *, 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

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.

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.

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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 1st *day of* February, *19* 77.

Tom C. Lamb

Mattie Sue Lamb

Claude Country Realtors, Inc.

Attest:

Gayla Moore
Secretary

By: Howard Woods
President

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Gayla M. Moore, *a Notary Public in and for said County and State,*

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 Davidson County, Nashville *Tennessee, this* 11th *day of* March, *19* 77

Gayla M. Moore *Notary Public*

Commission expires March 16, 1980

GAYLA M. MOORE NOTARY PUBLIC DAVIDSON COUNTY, TENN.

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STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Gayla M. Moore, *a Notary Public in and for said County and State,* TOM C. LAMB and wife, MATTIE SUE LAMB, *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, Tennessee, *this* 11th *day of* March, *19* 77.

Gayla M. Moore *Notary Public*

Commission expires March 16, 1980

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Before me, Gayla M. Moore, *a Notary Public of the State and County aforesaid, personally appeared* Howard Claude, *with whom I am personally acquainted, and who, upon oath, acknowledged* him *self to be* President *of the* CLAUDE COUNTRY REALTORS, INC., *the within named bargainor, a corporation, and that* he *as such* President, *being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by* him *self as* President.

Witness my hand and seal, at office in Nashville, Tennessee, *this* 11th *day of* March, *19* 77.

Gayla M. Moore *Notary Public*

Commission expires March 16, 1980

MAR 18 77	CONV	47,500.00			
MAR 18 77	MORT'G	40,500.00			
MAR 18 77	S'TAX		B*	123.50	
MAR 18 77	S'TAX		B*	38.50	
MAR 18 77	PR'FEE		B*	.50	
MAR 18 77	W'DEED		B*	10.00	* 172.50

INSTALLMENT DEED

FROM

TOM C. LAMB and wife,

MATTIE SUE LAMB

TO

CLAUDE COUNTRY

REALTORS, INC.

D 94426

TRUSTEE'S REFERENCE

MAR 18 1 39 PM '77

REGISTER
DAVIDSON COUNTY, TENN.

Compliments of

GUARANTY TITLE

Office of

CHICAGO TITLE INSURANCE COMPANY

American Trust Building

S. W. Cor. Third & Union

NASHVILLE, TENNESSEE