This instrument prepared by Claude Callicott, Attorney at Law,
513 Nashville Bank & Trust Building
Nashville, Tenn. 37201

Installment Deed

BOOK 5214 PAGE 812

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
E. E. Jenkins, Jr., and wife, Lillian B. Jenkins (NAME:)	Same (NAME:)	Map 180
Holt Road (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	Parcel 90
Brentwood, Tenn. 37027 (CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of Thirty-Three Thousand and No/100 - - - - - - - - - - - ($33,000.00) - *Dollars,*

of which Nine Thousand Five Hundred Seventy and No/100 - - - - - - - - - - - - - ($9,570.00) - - - - - - - - - - - - - - - - *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder Twenty-Three Thousand Four Hundred Thirty and No/100 - - - - ($23,430.00) - - - - - - - - - - - - - - - - *Dollars,*

the grantees, E. E. Jenkins, Jr., and wife, Lillian B. Jenkins, have executed their promissory note dated the same date of this deed payable to the grantor, John Hall Gillespie, payable in four (4) ~~annual~~ executed annual installments of Five Thousand Eight Hundred Fifty-Seven and 50/100 Dollars ($5,857.50) each, as follows: On October 22, 1978, the sum of Five Thousand Eight Hundred Fifty-Seven and 50/100 Dollars ($5,857.50) and thereafter the sum of Five Thousand Eight Hundred Fifty-Seven and 50/100 Dollars ($5,857.50) on the 22nd day of each succeeding October 22, the last installment for Five Thousand Eight Hundred Fifty-Seven and 50/100 Dollars ($5,857.50) being due on October 22, 1981, said note bearing interest at the rate of nine percent (9%) per annum from date, payable on the unpaid balance on each date that an installment of principal falls due, said note providing that any number of annual installments together with accrued interest or the entire note with accrued interest may be paid in full at any time, and further

~~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., John Hall Gillespie, and Dorothy Holt Gillespie

have this day bargained and sold, and do hereby transfer and convey unto the said E. E. Jenkins, Jr., and wife, Lillian B. Jenkins, their ~~(successors)~~, *heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:*

"A tract of land in Davidson County, Tennessee, being tract number 1 of a subdivision entitled 'Stonebrook', a plat of which is of record in Book 5050, page 102, Register's Office for Davidson County, Tennessee. Said tract number 1 fronts 385.14 feet on the southerly side of Holt Road and is more particularly described as follows:

"Commencing at a point in the southerly margin of Holt Road, this being the northeast corner of said tract number 1 and the northwest corner of tract number 2 of said subdivision; thence south 3° 36' 00" west 725 feet to a point; thence north 86° 05' 17" west 360 feet to a point; thence north 3° 36' 00" east 699.86 feet; thence in a curve to the left having a radius of 25 feet for a distance of 39.39 feet to a point in the southerly margin of Holt Road, this being the northeast corner of a tract of land conveyed to Emmett E. Jenkins, Jr., and wife, Lillian B. Jenkins, by deed from Dorothy Gillespie of record in Book 4543, page 737, Register's Office for said county; thence south 86° 05' 17" east 385.14 feet to the point of beginning, containing 6 acres more or less.

"This is a part of the land which was conveyed to Dorris Gillespie and wife, Dorothy Holt Gillespie, by deed from Thomas Holt dated May 21, 1940, of record in Book 1153, page 128, said Register's Office; deed from Rosa P.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ 33,000.00

Affiant

Subscribed and sworn to before me, this the 22nd day of October 1977

Notary Public

My commission expires: 8-8-1979
(Affix Seal)

Holt to Dorris Gillespie and wife, Dorothy Holt Gillespie, dated May 21, 1940, of record in Book 1165, page 9, said Register's Office; the said Dorris Gillespie having since died; and is a part of the land conveyed to John Hall Gillespie by deed from Dorothy Holt Gillespie dated March 20, 1971, of record in Book 4488, page 73, said Register's Office.

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This conveyance is made subject to the following:

1. Metropolitan Government of Nashville and Davidson County, Tennessee, taxes for 1977, which have been prorated as of the date of this deed and shall be paid by the grantor.

2. The owner's certificate and all other restrictions and requirements, as are set forth on the plat of Stonebrook Subdivision, of record in Book 5050, page 102, Register's Office for Davidson County, Tennessee. Among other things, said plat shows a setback line 100 feet from Holt Road, a 10 feet public utilities and drainage eastment along the western and southern boundaries of said tract number 1, a building site, a prohibition against a resubdivision, alteration or change in the tract until otherwise approved by the Metropolitan Planning Commission, a requirement that the Metropolitan Health Department must be contacted to assist in locating private water lines, and a 5 feet by 25 feet utility anchor easement in the northwest corner of said tract, and specified areas for the necessary sewage soil absorption systems.

3. Any and all applicable zoning regulations and building restrictions and regulations imposed by the Metropolitan Government of Nashville and Davidson County, Tennessee, or any other unit of government.

4. Any visible easements for utilities.

This conveyance is also made subject to the following restrictive covenants which are hereby imposed upon said tract of land and they are declared to be covenants running with the land and shall be binding upon the grantees, their heirs and assigns for seven years from the date of this deed.

1. Any residence constructed on the tract shall contain not less than 1,800 square feet of living area exclusive of all porches and garages.

2. Any residence must be constructed of at least 50% brick or stone or a combination of brick and stone. *

unimproved (X)
This is improved ( ) property, known as ..... Holt Road .....
(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 E. E. Jenkins, Jr., and wife, Lillian B. Jenkins, *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 as herein stated.

* 3. There shall be no temporary homes erected, constructed, used or occupied on said tract. Included within this prohibition are tents, trailers, garages and basements. Mobile homes are prohibited both for temporary use and during the entire period of time covered by these restrictions.

4. No fowl or swine shall be kept or maintained or permitted on the tract.

5. Set back lines: All residences or other buildings erected or maintained or placed on said tract shall be set back at least 100 feet from the southerly margin of Holt Road. The side set back shall be 30 feet from the east and west boundary lines.

We *further covenant and bind* ourselves, our *heirs and representatives, to warrant and forever defend the title to said real estate to said* E. E. Jenkins, Jr., and wife, Lillian B. Jenkins, 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 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 E. E. Jenkins, Jr., and wife, Lillian B. Jenkins, *hereinafter referred to as trustors, hereby transfer and convey unto* Claude Callicott, *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 _____ day of _____, 19____*~~

I, Shirley B. Gillespie, wife of the grantor, John Hall Gillespie, join in the execution of this deed for the purpose of transferring and conveying, and accordingly I do hereby transfer and convey unto the said E. E. Jenkins, Jr., and wife, Lillian B. Jenkins, their heirs and assigns, all my right, title and interest of every kind and character whatsoever in said tract of land hereinabove described, including especially any right of homestead that I may have in said land and including all other rights, titles and interests that I may have in said land by reason of being the wife of the said John Hall Gillespie, but I do not join in the covenants of this deed.

In witness whereof we have hereunto signed our names on this 22nd day of October, 1977.

E. E. Jenkins, Jr. — John Hall Gillespie

Lillian B. Jenkins — Shirley B. Gillespie

Dorothy Holt Gillespie

STATE OF TENNESSEE }
COUNTY OF Davidson }

Laura Sue Roberts

Personally appeared before me, ... *a Notary Public in and for said County and State,* John Hall Gillespie and Shirley B. Gillespie and E. E. Jenkins, Jr., and Lillian B. Jenkins, and Dorothy Holt Gillespie

*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* 22nd *day of* October, *19*77

Commission expires 3-8-1979

Laura Sue Roberts *Notary Public*

STATE OF.....
COUNTY OF.....

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Personally appeared before me, ...*, 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.....,
this.....*day of*.....OCT 27 E CONV, *19*..33,000.00
OCT 27 E MORT'G 23,430.00
.....*Notary Public*
Commission expires.....OCT 27 E S'TAX B* 85.80
OCT 27 E S'TAX B* 21.40
OCT 27 E PR'FEE B* .50
OCT 27 E W'DEED B* 8.00 * 115.70

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.....

STATE OF TENNESSEE
COUNTY OF DAVIDSON
THE ACTUAL CONSIDERATION OR TRUE VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS
$ 33,000.00
Claude Callicott
Affiant
SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 27th DAY OF Oct. 19 77
Deputy Register

INSTALLMENT DEED

FROM

John Hall Gillespie

TO

E. E. Jenkins, Jr., and wife,

Lillian B. Jenkins

E 33370

IDENTIF. REFERENCE

OCT 27 12 42 PM '77

Chicago Title Insurance Company
First American Center — Phone 255-4631
NASHVILLE, TENNESSEE 37238