Installment Deed

BOOK 5215 PAGE 198

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Ted Wright	Ted Wright	Portion of
(NAME)	(NAME)	127, 19 PW
7-11 Forest Valley Cir.	same	
(STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	
Nashville, Tn. 37209		
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of TWENTY ONE THOUSAND AND NO/100 ---------- *Dollars,*

of which TEN THOUSAND FIVE HUNDRED AND NO/100 ($10,500.00) ---------- *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder TEN THOUSAND FIVE HUNDRED AND NO/100 ($10,500.00) ---------- *Dollars,*

Ted Wright

*ha*S *executed*

an installment deed note of even date herewith, in the amount of Ten Thousand Five Hundred and No/100 ($10,500.00) at 8 1/2 per cent simple interest payable on or before October 25, 1978,

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, William J. Gregg and John M. Miller

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

his *(successors), heirs and assigns,*

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

Lot No. 11 on the plan of Quail Creek Estates, recorded in Book 5200, Page 3, Register's Office of Davidson County, to which reference is made for a more complete description, being approximately 7.042 acres. This being a portion of the same property conveyed to John M. Miller and William J. Gregg from Bobbie J. Craft, et al by deed recorded in Book 4662, Page 155, Register's Office of Davidson County. This conveyance is subject to restrictive covenants for Quail Creek Estates which are attached hereto as Exhibit A and made a part hereof.

THIS INSTRUMENT PREPARED BY:
HOLLINS AND WAGSTER
8th Floor, Third National Bank Building
Nashville, Tenn. 37219

JUNE L. COOPER NOTARY PUBLIC STATE OF TENNESSEE LARGE

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ 21,000.00

Affiant

Subscribed and sworn to before me, this the 25th day of October 1977

My commission expires: 2-23-79 (Affix Seal)

June L. Cooper
Notary Public

OCT 27 77	CONV	21,000.00				
OCT 27 77	MORT'G	10,500.00				
OCT 27 77	S'TAX		B*	54.60		
OCT 27 77	S'TAX		B*	8.50		
OCT 27 77	PR'FEE		B*	.50		
OCT 27 77	W'DEED		B*	12.00	*	75.60

This is unimproved (X) improved ( ) 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 Ted Wright, his ..... *(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 for the restrictions contained in the subdivision plat of Quail Creek Estates, recorded in Book 5200, Page 3, Register's Office of Davidson County, Tennessee, and the restrictive covenants of Quail Creek Estates attached hereto as Exhibit A.

We *further covenant and bind* ourselves, our *heirs and representatives, to warrant and forever defend the title to said real estate to said* Ted Wright ..... *(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 Ted Wright ..... *hereinafter referred to as trustors, hereby transfer and convey unto* John W. Wagster *, 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 the all the

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 25 day of Oct, 19 77.

E 3 3 5 4 3

IDENTIF. REFERENCE

OCT 27 3 30 PM '77

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

William J. Gregg
WILLIAM J. GREGG

John M. Miller
JOHN M. MILLER

Ted Wright
TED WRIGHT

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Janice L. Cooper a Notary Public in and for said County and State, William J. Gregg and John M. Miller

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 25th day of October, 19 77.

Janice L. Cooper Notary Public

JANICE L. COOPER NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

Commission expires 5-23-79

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STATE OF Tennessee }
COUNTY OF Davidson }

Personally appeared before me, June L. Cooper, *a Notary Public in and for said County and State,* Ted Wright

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

Witness my hand and official seal at Nashville
this 25 th *day of* October, *19* 77.

June L. Cooper *Notary Public*

Commission expires 5-23-79

JUNE L. COOPER NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

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 J. GREGG AND JOHN M. MILLER

TO

TED WRIGHT

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

Exhibit A

Restrictive Covenants of record in Deed Book ____, page ____, Register's Office of Davidson County, Tennessee.

RESTRICTIVE COVENANTS

FOR

QUAIL CREEK ESTATES

BOOK 5215 PAGE 202

WHEREAS, John M. Miller and William J. Gregg are the owners and developers of a certain tract of land situated entirely in the Nineth Civil District of Davidson County, Tennessee, known as Quail Creek Estates which appears of record in Plat Book 5200, page 3, of the Register's Office for Davidson County, Tennessee, being the property conveyed to John M. Miller nad William J. Gregg by deed from Bobbie L. Croft, etal of record in Book 4662, Page 155, Register's Office for Davidson County, Tennessee, to all of which reference is hereby made, and

WHEREAS, said owners desire to place the following restrictions thereon for the protection of said owner and those who may hereafter acquire title to any or all of said lots in said subdivision,

NOW THEREFORE, the following restrictions and covenants shall be covenants running with the land and binding and obligatory on all purchasers thereof, their heirs, successors and assigns until January 1, 2007.

1. No commercial or industrial business of any kind shall be erected or maintained on any of the property, except for temporary offices in a trailer or otherwise, during construction of a dwelling unit.

2. No construction of any building, outhouse, or other improvement on the premises shall be commenced prior to the construction of the dwelling house and no debris, old lumber or unsightly objects shall be moved on to any lot in said Subdivision prior to starting construction of the residence thereon and the outside of every dwelling shall be completed before occupancy. All construction shall be completed within twelve (12) months, but this provision shall not preclude the later construction of garages or additions to the dwellings.

3. No residential structure on any lot shall be designed, constructed, or used for more than one (1) family.

4. No lots or lot as shown hereon shall again be subdivided, altered, or changed so as to produce less area than hereby established, unless otherwise approved by the Davidson County Planning Commission.

5. No noxious or offensive operations shall be conducted or maintained on any lot, and nothing shall be done on any lot which may constitute a nuisance or unreasonable annoyance to the neighborhood.

6. No trailer, basement, tent, shack, garage, barn or other outbuilding shall at any time be used as a residence, temporarily or permanently, nor shall any residence of a temporary character be permitted. Further, no house trailer or such vehicle shall be stored on premises. Vacation trailers or campers can be stored on the premises, but must be stored behind dwelling set-back line.

7. No building shall be constructed or maintained on any lot nearer the front of the lot than the set-back line, established upon construction of the dwelling unit. Open porches, either covered or uncovered, bay windows, steps or terraces, shall be permitted to extend in front of the set-back line.

8. It shall be obligatory upon all owners of lots in this subdivision, which is in Davidson County, Tennessee, to construct or place any driveways, culverts, or other structures, or gradings, which are within the limits of any dedicated roadways, in strict accordance with the specifications therefor, as set forth on the recorded plan of subdivision as identified above, in order that the roads or streets, which may be affected by such placement, or construction, may not be disqualifi for acceptance into the road system of the Davidson County Highway Department.

9. Any residence erected on any lot, as shown on said plan, shall have a minimum living area, exclusive of any carport or garage, as follows:

(a) One floor plan, with attached garage or carport, 1,500 square feet.

(b) One floor plan, with garage in basement (this includes a plan with finished room or rooms over the garage), 1,600 square feet.

(c) Split level, 1,800 square feet.

(d) Two story, 1,800 square feet.

(e) A house may have a detached garage, but the construction must be similar in quality and design to that of the dwelling unit.

10. All buildings or structures of any kind constructed on any lot shall have full masonry foundations, and no exposed block, concrete or plastered foundations shall be exposed to the exterior above grade level.

11. No old house shall be permitted to be brought into the subdivision and to be placed or erected on any lot without approval of all owners in said subdivision.

12. Invalidation of any one of these restrictions and covenants by judgement or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

13. If any present or future owner of any of the above land, or their successors, heirs and assigns, shall violate or attempt to violate any of the covenants or restrictions herein contained, it shall be lawful for any other person or persons owning any other lot or any part of the property to prosecute any proceedings at law or in equity, against the person or persons violating, or attempting to violate such covenants or restrictions, and either prevent him or them from so doing or to recover damages or other dues for such violations.

IN WITNESS WHEREOF, the duly authorized officials of the Quail Creek Estates have hereunto set their hands this 25th day of ~~September~~ October, 1976.

QUAIL CREEK ESTATES

By _____

By _____