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

Installment Deed

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Eddie Cathey and wife, Nancy Cathey (NAME)	Same (NAME) BOOK 5222 PAGE 503	Map 180
620 Kenstington Ridge Dr. (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	Parcel 94
Goodlettsville (CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of Nineteen Thousand Six Hundred and No/100 -- - - - ($19,600.00) - - - - - - - - - - - - - - - - - - - *Dollars,*

of which Nine Hundred Eighty and No/100 - - -- - - ($980.00) - - - - - - - - - - - - - - - - - - -

taxes for 1977, which have been prorated as of the date of this deed and shall be paid by the grantor, John Hall Gillespie.
2. The owner's certificate and all other restrictions and requirements as are set forth on the plat of Stone Brook Subdivision of record in Book 5050, page 102, Register's Office for Davidson County, Tennessee. Among other things, said plat shows a set back line 100 feet from Holt Road, a 10 feet public utilities and drainage easement along the eastern and southern boundaries of said tract number 5, a building site, specified areas for the necessary sewage soil absorption systems, 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 wells a 5 feet by 25 feet utility anchor easement in the northeast corner of said tract number 5.
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.
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.

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 Eddie Cathey and wife, Nancy Cathey, their ~~(successors)~~, *heirs and assigns forever.* I *covenant that* I am *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.

I *further covenant and bind* myself, my *heirs and representatives, to warrant and forever defend the title to said real estate to said* Eddie Cathey and wife, Nancy Cathey, 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 Eddie Cathey and wife, Nancy Cathey, *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 of the first part 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 Eddie Cathey and wife, Nancy Cathey, their heirs and assigns, all of 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 the 5th day of November, 1977.

Shirley B. Gillespie

John Hall Gillespie

Nancy Cathey

Eddie Cathey

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, John Amos Baugh, *a Notary Public in and for said County and State,* John Hall Gillespie, and Eddie Cathey and Nancy Cathey

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 Brentwood, *Tennessee, this* 5th *day of* November, 19 77.

JOHN AMOS BAUGH NOTARY PUBLIC

John Amos Baugh
Notary Public

Commission expires 1-30-80

STATE OF Kentucky }
COUNTY OF Daviess }

Personally appeared before me, Shirley B. Gillespie, *a Notary Public in and for said County and State,* .....

.....

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

Witness my hand and official seal at Owensboro Ky 42301,
this 3 *day of* November, *19* 77

Notary Public, Daviess Co., Ky.
My Comm. Expires 12-11-80

Notary Public

Commission expires .....

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

John Hall Gillespie

TO

Eddie Cathey and wife,

Nancy Cathey

E 36841

IDENTIF. REFERENCE

Nov 15 2 36 PM '77

FELIX [illegible] REGISTER
DAVIDSON [illegible]

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

NOV15 77	CONV	19,600.00			
NOV15 77	MORT'G	18,620.00			
NOV15 77	S'TAX		B*	50.96	
NOV15 77	S'TAX		B*	16.60	
NOV15 77	PR'FEE		B*	.50	
NOV15 77	W'DEED		B*	8.00	* 76.06