BOOK 5327 PAGE 21

This Form furnished by Attorneys Title Company, Inc.

INSTALLMENT DEED Form No. WD - 4

FROM

H. R. POTTER and wife,

SALLIE C. POTTER

TO

JOAN A. TRAUGHBER

For draftsman's use

This instrument was prepared by:
GRISSIM AND SHORT, Attorneys
1400 American Trust Building
Nashville, Tennessee 37201

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Joan A. Traughber (NAME)	SAME (NAME)	21-262
5060 Rawlings Road (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	14D-40102
Joelton, Tennessee 37080 (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	

(FOR REGISTER'S USE)

IDENTIF. REFERENCE T

AUG 18 12 07 PM '78

FELIX ZOLLICOFFER REGISTER
DAVIDSON COUNTY, TENN.

E 83763

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS

$ 16,500.00 Joan A. Traughber
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 18th DAY OF August 19 78

Theresa Mitchell
Notary Public

MY COMMISSION EXPIRES: Aut 4 1980

(AFFIX SEAL)

FOR AND IN CONSIDERATION OF the sum of SIXTEEN THOUSAND FIVE HUNDRED and no/100 - - - - - ($16,500.00) - DOLLARS

of which $ 3,000.00 has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantees

has executed a Note of even date in the principal sum of Thirteen Thousand Five Hundred ($13,500.00) Dollars, payable to the order of H. R. Potter and wife, Sallie C. Potter, payable in 13 semi-annual installments of Seven Hundred Fifty ($750.00) Dollars, each, including interest at the rate of nine (9%) percent per annum, beginning the 18th day of February, 1979, with a 14th and final balloon payment of the remaining principal and accrued interest due on the 18th day of August, 1985;

and providing for payment of attorney's fees, and to secure the payment of said note or notes, principal and interest, and attorney's fees, a lien is expressly retained on the land herein conveyed,

H. R. Potter and wife, Sallie C. Potter,

hereinafter called the grantors, have this day bargained and sold, and do hereby transfer and convey unto

Joan A. Traughber

herein called grantees, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Being Lot No. 9, on the plan of Potter Estates, Section One, of record in Book 5050, page 6, Register's Office for Davidson County, Tennessee, described as follows:

Said Lot No. 9 fronts 194.00 feet on the south margin of Rawlings Road and extends back between parallel lines 674.00 feet to a line on the rear, measuring 194.00 feet thereon.

Being part of the property conveyed to H. R. Potter and wife, Sallie C. Potter, by deed from Geneva M. Steele, a widow, of record in Book 3677, page 60, and being part of the property conveyed to H. R. Potter and wife, Sallie C. Potter, by deed of record in Book 3431, page 511, Register's Office for Davidson County, Tennessee.

This conveyance is subject to the Restrictive Covenants set forth in Exhibit "A" attached hereto and made a part hereof by reference.

Bill R. Traughber, husband of Joan A. Traughber, joins in the execution of this Installment Deed for the purpose of conveying such right, title and interest as he may have in the said real estate to J. M. Grissim, Trustee.

This is unimproved (X) improved ( ) property, known as ---- (House Number) (Street) P. O. Address: (City or Town) (Postal Zone)

TO HAVE AND TO HOLD the said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said grantees, their 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 ourselves, our heirs and representatives, to warrant and forever defend the title to the said real estate to said grantees, their 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 notes, and rendering unnecessary court proceedings for the enforcement of said lien in the event of the non-payment of said notes, as they mature, as hereinafter provided, and for the consideration of one dollar, to us in hand paid, we, the said grantees herein do hereby transfer and convey unto J. M. Grissim Trustee, his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title and interest thereto belonging, for the purposes aforesaid, only. We, the said grantees do hereby 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 at least the sum of $ 13,500.00 until the notes herein secured are 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 and holder of said notes, as his interest may appear. We further agree to keep the improvements on said property in good repair and preservation, and to pay all taxes and assessments thereon, and to pay them when due; and in case we fail to do either, then the said Trustee, or the lawful owner and holder of said notes, or any of them, may do any or all of these things, and charge and treat the sum or sums so expended as part of the indebtedness secured therein, the same to bear interest from the date of such payment. Now, if we, the said grantees, shall pay the notes aforesaid when due, according to their terms, and pay taxes, keep up repairs, and keep said premises insured, as aforesaid, then this trust conveyance shall be of no further force or effect. But if we fail to pay any one of said notes or part thereof, promptly at maturity or if, failing to pay taxes, keep up repairs or keep said premises insured as herein provided; we fail to reimburse the Trustee or lawful owner and holder of said notes for all sums, with interest, so expended by said Trustee, or lawful owner and holder of said notes, 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 notes, or any of said notes then past due and unpaid, all remaining unpaid notes 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 conveyance. We agree that the Trustee, may at any time, after default in the payment of any one of said notes, enter and take possession of said property, and shall only account for the net rents actually received by him. We further agree 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 advise 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 notes 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 the grantees herein, their heirs, 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 lien notes, or, if more than one, then of the first-maturing unpaid note, 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 said Trustee shall be vested in said successor.

Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

Said trustee shall execute this trust without being required to give bond, and he shall not be required to file any account or settlement in relation to his trusteeship.

IN WITNESS WHEREOF, we, the said grantors and grantees, have hereunto set our hands this the 18th day of August 19 78.

H. R. Potter

Joan A. Traughber

Sallie C. Potter

Bill R. Traughber

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named H. R. Potter and wife, Sallie C. Potter, and Joan A. Traughber and husband, Bill R. Traughber the 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 18th day of August, 1978.

Theresa Mitchell Notary Public

Commission expires Feb 4, 1980

THERESA MITCHELL NOTARY PUBLIC AT LARGE 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 .....

AUG 18 CONV 16,500.00
AUG 18 MORT'G 13,500.00
AUG 18 S'TAX B* 42.90
AUG 18 S'TAX B* 11.50
AUG 18 PR'FEE B* .50
AUG 18 W'DEED B* 6.00 * 60.90

..... Notary Public.

Commission expires .....

EXHIBIT "A"

RESTRICTIVE COVENANTS

The following Restrictive Covenants in their entirety shall apply to Lot No. 9, on the plan of Potter Estates, Section One, of record in Book 5050, page 6, Register's Office for Davidson County, Tennessee.

1. Any residence erected thereon shall have a minimum living area, exclusive of any porches, garage or carport and basement, of 1500 square feet.

2. Any residence erected thereon shall be brick to grade with 75% masonry minimum.

3. A metal or aluminum barn may be erected on the property at a minimum of 300 feet from the south margin of Rawlings Road and shall be maintained in good repair at all times and attractively painted.

4. Any fence installed nearest to the house shall be of wood material or chain link. Side fences may be of good quality woven wire.

5. No goats or chickens shall be allowed or maintained on said lot at any time.

6. No house trailer shall be erected or used as either a temporary or permanent residence.

7. Any out-buildings erected on said lot shall be comparable and in keeping with the architecture and material of the permanent residence.

8. The lawn shall be graded and landscaped in keeping with the other residential lots in the immediate area.

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

10. If any provision of this instrument shall be declared void or inoperative by any court of competent jurisdiction, the remaining provisions shall constitute the restrictive covenants and remain in full force.

IN WITNESS WHEREOF, the undersigned has executed this instrument on this the 18th day of August, 1978.

H. R. Potter
H. R. POTTER

Sallie C. Potter
SALLIE C. POTTER

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared H. R. Potter and wife, Sallie C. Potter, the bargainors with whom I am personally acquainted, and who acknowledged that they executed the foregoing instrument for the purposes therein contained. WITNESS my hand and official seal at Nashville, Tennessee, this 18th day of August, 1978.

Theresa Metcalf
Notary Public

NOTARY PUBLIC AT LARGE TENN.

My commission expires: Feb 4, 1980