BOOK 5329 PAGE 954 180-92

INSTALLMENT DEED

For and in Consideration of the sum of Eighteen Thousand Six Hundred and No/100 ---(18,600.00)--- Dollars, of which Five Thousand Three Hundred Ninety-Four ($5,394.00) = = Dollars, has been paid in cash by Charles B. Morris and wife, Shelby Morris, JM C.B.M. B. the receipt of which is hereby acknowledged, and for the remainder Thirteen Thousand Two Hundred Six and No/100 = = = ($13,206.00) Dollars, the said Charles B. Morris and Shelby Morris JM C.B.M. B. have executed their promissory note dated the same date as of the date of this deed payable to the order of John Hall Gillespie in four (4) installments of Three Thousand Three Hundred One and 50/100 Dollars ($3,301.50) each as follows: January 2, 1979, $3,301.50; January 2, 1980, $3,301.50; January 2, 1981, $3,301.50; January 2, 1982, $3,301.50, said note bearing interest at the rate of nine and one-half percent (9-1/2%) per annum from date, interest on the unpaid balance being payable on each date that an installment of principal falls due, said note containing an acceleration clause in the event of default,

~~all of said notes bearing six per cent interest from date~~, and providing for payment of attorney's fees, and to secure the payment of said notes, principal and interest, and attorney fees, a lien is expressly retained on the land herein conveyed, I, ~~John Hall Gillespie~~,

have this day bargained and sold, and do hereby transfer and convey unto the said JM C.B.M. B. Charles B. Morris and wife, Shelby Morris, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

A tract of land in Davidson County, Tennessee, being Tract No. 3 of the subdivision known as Stonebrook, a plat of which is of record in Book 5050, page 102, Register's Office for Davidson County, Tennessee. Said tract fronts 163.56 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 at the northwest corner of Tract No. 4 of said subdivision, this being the northeast corner of this Tract No. 3; thence south 5° 43' 33" west 740 feet to a point, this being the southwest corner of said Tract No. 4 and the southeast corner of this Tract No. 3; thence south 75° 17' 02' west 153.22 feet to a point, this point being the southwest corner of Tract No. 3 and the southeast corner of a 50 ft. wide right-of-way dedication; thence along the eastern margin of said right-of-way dedication north 14° 42' 58" west 43.76 feet to a point; thence continuing along the eastern margin of said right-of-way dedication in a curve to the right, said curve having an angle of 19° 50', a radius of 375.39 feet and a tangent of 65.63 feet, for a distance of 129.94 feet; thence continuing along the eastern margin of said right-of-way dedication north 5° 07' 12" east 604.94 feet to a point; thence in a curve to the right having an angle of 91° 25' 25", a radius of 25 feet, a tangent of 25.63 feet, for a distance of 35.79 feet to a point in the south margin of Holt Road; thence south 86° 05' 17" east along the southern margin of Holt Road 118.20 feet to a point; thence continuing along the south margin of Holt Road south 82° 06' 05" east 45.36 feet to the point of beginning.

Said tract contains 3 acres more or less. It is a part of that

This is unimproved (X) improved ( ) property, know as ____ (House Number) ____ (Street) Holt Road, Nashville, Tenn. P. O. Address: (City or Town) (Zip Code)

tract of land which was conveyed to John Hall Gillespie by deed from Dorothy Holt Gillespie dated March 20, 1971, of record in Book 4488, page 73, of the Register's Office for said county.

This conveyance is made subject to the following:
1. 1978 taxes of the Metropolitan Government of Nashville and Davidson County, Tennessee, which have been prorated as of the date of this deed and are assumed by the grantees, Morris.
2. Any visible easements for utilities.
3. The owner's certificate and all other restrictions and requirements as are set forth in 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 set-back line 100 feet from Holt Road, side set-back line 40 feet from the eastern margin of said right-of-way dedication hereinabove referred to and as shown on said plat, a public utility and drainage easement along the southern boundary line of said Tract No. 3, a building site, specified areas for necessary sewage soil absorption systems, a provision against a re-subdivision or 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 prior to any drilling, also a 3 ft. by 15 ft. utility anchor easement in the northwest corner of said tract and an overhang easement extending from the northwest corner of said Tract No. 3 along the east margin of said right-of-way dedication to a point on the west boundary line of said tract for a distance of 230 feet.
4. Any and all applicable zoning regulations and building restrictions imposed by the Metropolitan Government of Nashville and Davidson County, Tennessee, or any other unit of government.

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 (7) years from 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.
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 line on the western portion of said tract shall be 40 feet from the eastern boundary line of said right-of-way dedication. The side set-back line on the eastern portion of said tract shall be 30 feet from the west boundary line of Tract No. 4 of said subdivision.

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 Charles D. Morris and wife, Shelby Morris, 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 I may have in said land by reason of being the wife of John Hall Gillespie, but I do not join in the covenants of this deed.

C.B.M. jm

To Have and to Hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Jm C.B.M. Charles B. D. Morris and wife, Shelby Morris, their (John Hall Gillespie) 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 set out.

I further covenant and bind myself, my heirs and representatives, to warrant and forever defend the title to said Jm C.B.M. Charles B. D. Morris and wife, Shelby Morris, 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 Jm C.B.M. Charles B. D. Morris and wife, Shelby Morris,

do 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, for the purposes aforesaid, only.

, the said

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 $ 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 interst 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 Jm C.B.M. Charles B. D. Morris and Shelby Morris, 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 trust 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 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 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 Jm C.B.M. Charles B. D. Morris and Shelby Morris 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 _____, Trustee, shall be vested in said successor.

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 John Hall Gillespie, Shirley B. Gillespie and Charles B. Morris and Shelby Morris hereunto set our hands at _____, Tennessee, this the 16 day of August 19 78

John Hall Gillespie

Shirley B. Gillespie

Charles B. Morris

Shelby Morris

STATE OF TENNESSEE
Williamson
~~Davidson~~ **County**

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named John Hall Gillespie, Shirley B. Gillespie, Charles B. Morris and Shelby Morris,

the 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 Brentwood Tenn this 16th day of August, 19 78

Commission Expires 1-30-80

_____, Notary Public.

STATE OF _____

_____ **County.**

Personally appeared before me, _____, a Notary Public in and for said County and State, the within named _____

the 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 _____, 19___

_____, Notary Public.

Commission Expires _____

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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Before me, ... , a Notary Public of the State and

County aforesaid, personally appeared .....,

with whom I 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 .....

(over for additional acknowledgements)

AUG 25 78 CONV 18,600.00
AUG 25 78 MORT'G 13,206.00

AUG 25 78 S'TAX B* 48.36
AUG 25 78 S'TAX B* 11.20
AUG 25 78 PR'FEE B* .50
AUG 25 78 W'DEED B* 10.00 * 70.06

INSTALLMENT DEED

FROM
John Hall Gillespie and wife,
Shirley B. Gillespie

TO
Charles B. Morris and wife,
Shelby Morris

Attorneys Title Company
Titles Guaranteed
NASHVILLE, TENN.

E 85056

IDENTIF. REFERENCE

AUG 25 2 38 PM '78

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Charles B. Morris and Shelby Morris (NAME)	Same (NAME)	
5440 Hall Rd. (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	
Nashville, Tn. (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	

THIS INSTRUMENT WAS PREPARED BY
Claude Callicott, Attorney at Law
513 Nashville Bank & Trust Bldg.
Nashville, Tenn. 37201

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 18,600.00 Claude Callicott
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 25th DAY OF August 19 78

E Barnes
Notary Public

MY COMMISSION EXPIRES: Dec. Dec.