THIS INSTRUMENT PREPARED BY
DOZIER AND DARROW ATTORNEYS AT LAW
14th FLOOR THIRD NATIONAL BANK BLDG.
NASHVILLE, TENNESSEE 37219

MAIL

Installment Deed

BOOK 5355 PAGE 882

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Joe A. Howell et ux	SAME	Map. No. 181
(NAME): 5886 Edmondson Pike	(NAME):	Part of Par.
(STREET ADDRESS OR ROUTE NUMBER): Nash. Tenn. 37211	(STREET ADDRESS):	Nos. 59 & 66
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of TWENTY SEVEN THOUSAND ONE HUNDRED AND NO/100----------($27,100.00)----------*Dollars,*

of which FIVE THOUSAND FOUR HUNDRED TWENTY AND NO/100----------

----------($5,420.00)---------- *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder TWENTY ONE THOUSAND SIX HUNDRED EIGHTY AND NO/100----------*Dollars,*

($21,680.00)

Joe A. Howell and wife, Brenda J. Howell *have executed* their note of even date, payable to the order of Jacey A. Moore, Jr., a single man, in the principal sum of $21,680.00, plus interest at the rate of 8-1/2% per annum, and payable as set out in said note, to which reference is hereby made for a complete description of the terms and conditions thereof.

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, I, Jacey A. Moore, Jr., a single man

have this day bargained and sold, and do hereby transfer and convey unto the said Joe A. Howell and wife, Brenda J. Howell, their

----------(MORTGAGORS), *heirs and assigns,*

certain real estate in Davidson County, Tennessee, as follows: Land in the 5th Civil District of Davidson County, Tennessee and shown as Tract No. 9 on an unrecorded survey of the Jacey A. Moore, Jr. lands, dated August 14, 1978, and prepared by John B. Rainey, Surveyor, Job No. 78-123, and described as follows;

Beginning at an iron pin set on the westerly margin of Pettus Road, said iron pin being North 33° 28' 41" East 1103.63 feet as measured northwardly along the westerly margin of said road from the northerly line of the Elmo Murray Potts property of record in Book 4037, page 359, R.O.D.C., Tennessee; thence leaving the margin of said road North 81° 04' 33" West 1292.50 feet to an iron pin; thence North 89° 11' 24" West 502.43 feet to an iron pin; thence South 3° 59' 10" West 150.00 feet to an iron pin; thence North 89° 55' 04" West 1008.29 feet to an iron pin; thence North 86° 00' 50" West 682.76 feet to an iron pin, said iron pin being in the line of the J. R. Culbertson property; thence with Culbertson's line and a fence North 4° 42' 11" East 138.76 feet to an iron pin set at a fence corner, said iron pin also being in the southerly line of the Gary Militana property of record in Book 5059, page 374, R.O.D.C., Tennessee; thence with Militana's southerly line and a fence South 87° 58' 00" East 73.36 feet to an iron pin set at a fence corner; thence with Militana's easterly line and a fence North 5° 39' 12" East 587.65 feet to an iron pin set at a fence corner; thence with a fence and leaving Militana's line South 86° 00' 50" East 580.00 feet to an iron pin; thence leaving said fence South 3° 09' 08" West 365.54 feet to an iron pin; thence South 86° 09' 21" East 1479.01 feet

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ 27,100.00

Affiant

Subscribed and sworn to before me, this the 4th day of OCTOBER 1978

Notary Public

My commission expires: 10-15-81
(Affix Seal)

NOTARY PUBLIC DAVIDSON COUNTY

to an iron pin; thence South 81° 52' 25" East 1399.08 feet to an iron pin set on the westerly margin of the aforesaid Pettus Road; thence with the margin of said road South 33° 28' 41" West 150.00 feet to the point of beginning, containing 23.25 acres, more or less. BOOK 5355 PAGE 883

Being a portion of the same property conveyed to Jacey A. Moore, Jr. by deed from Dodson Batson and wife, Emma Batson of record in Book 5076, page 797, Register's Office of Davidson County, Tennessee.

THE FOLLOWING RESTRICTIONS SHALL BE A COVENANT RUNNING WITH THE LAND FOR A PERIOD OF 20 YEARS FROM THE DATE OF THIS DEED.

1. No residence shall be constructed with less than 1200 sq. feet of living area, excluding garages and porches.

2. No block foundations left exposed.

3. All barns and related type buildings must be set back 200 ft. or more from Pettus Road.

4. No trailer or mobile home, basement house, garage, barn or other building may be used as temporary or permanent living quarters.

5. No swine or commercial poultry may be kept on property.

6. No storage of junk cars, storage of building materials or any other offensive or unsightly storage may be placed on tracts.

The right of enforcement of these restrictive covenants is vested in the owner or assigns of Tracts 1 through 12 of unrecorded Plat prepared by John B. Rainey, Surveyor, dated August 14, 1978, same being a plat of the northerly portion of the Jacey A. Moore, Jr., Property. Any such owner of any of said tracts shall have the right at any time to compel compliance with said covenants, or any of them, or to prevent the violation of any of them, by the institution of an action at law or a suit in equity for injunctive or other relief.

By the creation of the above restrictions there is no intention of imposing *****

This is unimproved (X) improved ( ) property, known as Pettus Road (House Number) (Street) Nashville, Tennessee 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 Joe A. Howell and wife, Brenda J. Howell, 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.*

I *further covenant and bind* myself and my *heirs and representatives, to warrant and forever defend the title to said real estate to said* Joe A. Howell and wife, Brenda J. Howell, 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 Joe A. Howell and wife, Brenda J. Howell *hereinafter referred to as trustors, hereby transfer and convey unto* Robert L. Dozier, *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 in 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 4th day of Oct., 1978.

Jacey A. Moore, Jr., a single man

Joe A. Howell

Brenda J. Howell

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, [signature] *a Notary Public in and for said County and State,* Jacey A. Moore, Jr., a single man

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, *Tennessee, this* 4th *day of* Oct., 1978.

[signature] *Notary Public*

NOTARY PUBLIC DAVIDSON COUNTY, TENN.

Commission expires Nov. 26, 1980

BOOK 5355 PAGE 885

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Robert L. Dozier, *a Notary Public in and for said County and State,* Joe A. Howell and wife, Brenda J. Howell, *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* 5th *day of* October, *19* 78.

ROBERT L. DOZIER NOTARY PUBLIC DAVIDSON COUNTY

Notary Public

Commission expires October 14, 1980

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 .....

*****them on any other land owned by Jacey A. Moore, Jr., whether adjoining said northerly portion of his property or located in the vincinity thereof, there being no general plan of development of all of his land, and he does expressly reserve the right to restrict in the same or in a different manner or not to restrict at all the land owned by him which is not embraced within the above restrictions.

OCT 26 78	CONV	27,100.00			
OCT 26 78	MORT'G	21,680.00			
OCT 26 78	S'TAX		B*	70.46	
OCT 26 78	S'TAX		B*	19.70	
OCT 26 78	PR'FEE		B*	.50	
OCT 26 78	W'DEED		B*	8.00	* 98.66

INSTALLMENT DEED

FROM

Jacey A. Moore, Jr.,

a single man

TO

Joe A. Howell and wife,

Brenda J. Howell

E 96620

IDENTIF. REFERENCE

OCT 26 3 10 PM '78

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

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