THIS INSTRUMENT PREPARED BY
DOZIER AND DARROW
ATTORNEYS AT LAW
18th FLOOR 3rd NATIONAL BANK
NASHVILLE, TENN. 37219

Installment Deed

BOOK 5629 PAGE 561

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
DWAYNE K. VAUPEL	SAME	Pt. of Map 174
(NAME:) 2645 Edge-of-Lake DR	(NAME:)	Par 14
(STREET ADDRESS OR ROUTE NUMBER) Nash. Tenn 37217	(STREET ADDRESS)	
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of FOURTEEN THOUSAND SEVEN HUNDRED FIFTY AND NO/100----------($14,750.00)---------- *Dollars,*

of which FOUR THOUSAND FIVE HUNDRED AND NO/100---------- ----------($4,500.00)---------- *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder TEN THOUSAND TWO HUNDRED FIFTY AND NO/100----------($10,250.00)---------- *Dollars,*

Dwayne K. Vaupel *has* S *executed*

his note of even date herein in the principal sum of $10,250.00 payable to the order of Lillian Culbertson Brent in 36 monthly installments of $340.46 each, which includes both principal and interest at the rate of 12% per annum, and to which reference is hereby made for a complete description 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, Lillian Culbertson Brent

have this day bargained and sold, and do hereby transfer and convey unto the said Dwayne K. Vaupel, a single man, his ~~successors~~, *heirs and assigns,*

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

Land in the 5th Civil District of Davidson County, Tennessee, shown as Tract No. 4 on a survey by J. Bruce Rainey, Surveyor No. 823, dated April 23, 1980 (also June 9, 1980) of a portion of the lands of Minna Ethel Culbertson composed of Lots Nos. 1, 2 and 3, containing 26-1/4 acres each, in the North Division of the lands of Stephen H. Ham, a plan of which is recorded in Minute Book X, page 284, of the Circuit Court for said County, 13 acres of Lot No. 2 in the South Division of the lands of Stephen H. Ham, recorded in Minute Book X, page 284, of the Circuit Court for said County, and 22 acres and 46 poles of the Samuel Kimbro tract of land, and described according to said survey as follows;

Beginning at an iron pin on the easterly margin of Preston Road (25' East of the centerline), said point of beginning also being 1209.33' South of the intersection of the margins of said Preston Road and Old Franklin Road, thence leaving the margin of the said Preston Road S82° 39' 11" E 1275.08' to an iron pin in the easterly line of the original Culbertson land; thence with the original Culbertson easterly line S04° 57' 03" W 206.00' to an iron pin; thence leaving the Culbertson original line and severing the Culbertson land N82° 36' 26" W 1274.65' to an iron pin on the easterly margin of the aforesaid Preston Road; thence with the margin of said road N04° 49' 05" E 205.00' to the point of beginning, containing 6.01 acres,

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ 14,750.00

Affiant

Subscribed and sworn to before me, this the 23rd day of July 1980

Notary Public

My commission expires: 10-14-80
(Affix Seal)

more or less.

Being a portion of the same property conveyed to Minna Ethel Culbertson by deed of record in Deed Book 972, page 520, Register's Office of Davidson County, Tennessee. The said Minna Ethel Culbertson having since died and being survived by Lillian Culbertson Brent, her only heir-at-law.

James M. Brent joins in this conveyance for the purpose of conveying any right, title or interest he may have in the premises to Dwayne K. Vaupel, a single man.

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

1. All barns and related type buildings must be set back 200 feet or more from Preston Road. Houses not included in this setback restriction.

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

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

4. 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 9 of unrecorded Plat prepared by J. Bruce Rainey, Surveyor, dated June 9, 1980, same being a plat of the Southerly portion of the Lillian Culbertson Brent 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 them on any other land owned by Lillian Culbertson Brent, whether adjoining said southerly portion of her property or located in the vicinity thereof, there being no general plan of development of all of his land, and she 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 her which is not embraced within the above restrictions.

unimproved ( )
This is 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 Dwayne K. Vaupel, a single man, his ~~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* Dwayne K. Vaupel, a single man, his ~~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 Dwayne K. Vaupel, a single man *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 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 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 22 *day of* July, *19* 80

F.9.9.3.6.8

T
IDENTIF. REFERENCE

JUL 28 12 54 PM '80

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

Lillian Culbertson Brent

James M Brent

Dwayne K. Vogel

single

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Jim Stevens, *a Notary Public in and for said County and State,* Lillian Culbertson Brent and husband, James M. Brent

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 Nashville, *Tennessee, this* 22 *day of* July, *19* 80.

Commission expires My Commission Expires Nov. 26, 1980

Notary Public

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Robert L. Dozier, *a Notary Public in and for said County and State,* Dwayne K. Vaupel, 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* 23 *day of* July, *19*80.

Robert L. Dozier *Notary Public*

NOTARY PUBLIC DAVIDSON COUNTY, TENN.

Commission expires 10-14-80

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

LILLIAN CULBERTSON BRENT

TO

DWAYNE K. VAUPEL, a single man

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

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____ BOOK 5629 PAGE 566

FOR _____

CO - CONVEYANCE	CC - CERTIFIED COPY	MISC - MISCELLANEOUS
MO - MORTGAGE	REL - RELEASE	CO TX - STATE TAX CONVEY
WD - WARRANTY DEED	UCC - UNIFORM COMMERCIAL CODE	MO TX - STATE TAX MORT
TD - TRUST DEED		PRFEE - PROBATE FEE

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL PAID
			14750.00- CO	
			10250.00- MO	
			38.22 CO TX	
			8.20 MO TX	
			.50 PRFEE	
			15.00 WDEED	
			CHECK	61.92-
1925	A	07/28/80	BAL	.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

F 9 9 3 6 8

IDENTIF. REFERENCE

JUL 28 12 54 PM '80

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

No. 770130