This Instrument Was Prepared
By: Phillip Saindon (AT) Of The
Law Firm; Pedigo & Saindon
Stahlman Bldg., Nashville, TN

Installment Deed

BOOK 5688 PAGE 1

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Morris W. Boner (NAME:)	Morris W. Boner (NAME:)	181-147
812 Currey Road (STREET ADDRESS OR ROUTE NUMBER)	812 Currey Road (STREET ADDRESS)	
Nashville, Tennessee 37217 (CITY) (P. O. ZONE) (STATE)	Nashville, Tennessee 37217 (CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of TWENTY-FOUR THOUSAND AND NO/100----- ($24,000.00)---------- *Dollars,*

of which ----------SIX THOUSAND AND NO/100 ($6,000.00)---------- ---------- *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder EIGHTEEN THOUSAND AND NO/100 ($18,000.00)---------- *Dollars,*

Morris W. Boner and wife, Laura P. Boner

have executed

an installment deed note in the principal amount of $18,000.00 payable to the order of Malcolm R. Bess and wife, Josephine Y. Bess. Said note being payable in 60 monthly payments of $382.45 each with the first installment being due and payable one month from even date and thereafter on the same day of each succeeding month alike amount is due and payable until the entire amount, both principal and interest have been paid in full. Said note bears interest at the rate of 10% per annum and interest is included in said installments. Said note may be paid in full at any time without penalty.

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,

Malcolm R. Bess and wife, Josephine Y. Bess

have this day bargained and sold, and do hereby transfer and convey unto the said

Morris W. Boner and wife, Laura P. Boner,

their *(successors), 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. 12 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 point of beginning being north 33 deg. 28' 41" east 1553.63 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 83 deg. 09' 39" west 1512.91 feet to an iron pin; thence north 4 deg. 02' 52" east 126.42 feet to an iron pin set in a fence line and also being in the southerly line of the L. C. Culbertson property; thence with Culbertsonps line and a fence south 86 deg. 00' 50" east 1635.86 feet to an iron pin set on the westerly margin of the aforesaid Pettus Road; thence with the margin of said road and leaving Culbertson's line south 35 deg. 45' 54" west 237.29 feet to the point of beginning, containing 6.00 acres, more or less.
BEING the same property conveyed to Malcolm R. Bess and wife, Josephine Y. Bess by deed from Jacey A. Moore, single, of record in Book 5347,

Continued....

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ 24,000.00

Affiant

Subscribed and sworn to before me, this the 9th day of December, A.D. 19 80.

Notary Public

My commission expires: MARCH 24th 83

(Affix Seal)

The above described property is conveyed subject to the following restrictions:

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 feet 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 restrictions covenants is vested in the owner or assings of Tracts 1 through 12 of unrecorded Plat prepared by John B. Rainey, Surveyor, dated August 14, 1978, same being 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 them on any other land owned by Jacey A. Moore,Jr., whether adjoining said northerly portion of his property or located in the vicinity 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.

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 Morris W. Boner and wife, Laura P. Boner, their ~~successors~~, *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 said real estate to said* Morris W. Boner and wife, Laura P. Boner, 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 Morris W. Boner and wife, Laura P. Boner *hereinafter referred to as trustors, hereby transfer and convey unto* Phillip Saindon, *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 $ insurable value *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 9th *day of* December, *19* 80

Morris W. Boner

Laura P. Boner

Malcolm R. Bess

Josephine Y. Bess

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, the undersigned, *a Notary Public in and for said County and State,* Malcolm R. Bess and wife, Josephine Y. Bess and Morris W. Boner and wife, Laura P. Boner

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* 9th *day of* December, *19* 80

JO ANN SMITH NOTARY PUBLIC STATE OF TENNESSEE LARGE

Jo Ann Smith *Notary Public*

Commission expires July 12, 1983

STATE OF.....

COUNTY OF.....

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

.....

the within named 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 }

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.....

G 2 0 9 1 5

T
IDENTIF. REFERENCE

Dec 9 1 40 PM '00

FELIX Z. [illegible] REGISTER
DAVIDSON COUNTY, TENN.

INSTALLMENT DEED

FROM

MALCOLM R. BESS, ET UX

TO

MORRIS W. BONER, ET UX

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

PEDIGO & SAINDON

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____ BOOK 5688 PAGE 5

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
			240.00-	CO
			160.00-	MO
			82.40	CO TX
			16.00	MO TX
			.50	PRFEE
			18.00	RDELD
				CHECK 90.90-
			894912/09/80	BAL .00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

G 2 0 9 1 5

IDENTIF. REFERENCE

Dec 9 1 40 PM '80

FELIX Z. WILSON JR REGISTER
DAVIDSON COUNTY, TENN.

No. 796259