THIS INSTRUMENT PREPARED BY
ROBERT L. ATTORNEY AT LAW
18th FL. NATIONAL BANK
NASHVILLE, TENN. 37219

MAIL

THIS INSTRUMENT PREPARED BY
ROBERT L. DOZIER, ATTORNEY AT LAW
18th FLOOR THIRD NATIONAL BANK
NASHVILLE, TENN. 37219

Installment Deed

BOOK 5763 PAGE 754

ADDRESS NEW OWNER (S)AS FOLLOWS:	SEND TAX BILLS TO:	MAP PARCEL NUMBERS
JOHN W. EDEN ET UX	SAME	Pt. of Map
(NAME:) 825 Irma Drive	(NAME:)	# 174
(STREET ADDRESS OR ROUTE NUMBER) Antioch, Tn. 37013	(STREET ADDRESS)	Par. 136
(CITY) (STATE) (ZIP)	(CITY) (STATE) (ZIP)	

FOR AND IN CONSIDERATION of the sum of TWELVE THOUSAND ONE HUNDRED AND NO/100---------- ($12,100.00) ---------- *Dollars, of which* FOUR THOUSAND THIRTY-THREE AND NO/100---------- ($4,033.00) ---------- *Dollars, has been paid in cash, the receipt of which is hereby acknowledged, and for the remainder* EIGHT THOUSAND SIXTY-SEVEN AND NO/100---------- ($8,067.00) ---------- *Dollars,*

JOHN W. EDEN AND WIFE, EUNICE M. EDEN *have executed*

their note of even date herewith in the principal sum of $8,067.00, payable to the order of Lillian Culbertson Brent in 60 monthly installments of $179.45 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

JOHN W. EDEN AND WIFE, EUNICE M. EDEN *the Grantees herein, their (successors), heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:*

LAND in Davidson County, Tennessee, being Lot No. 3 on the plan of

Division of the Minna E. Culbertson Land, of record in Book 5210, Page 377, Register's Office for said County, and described as follows:

SAID Lot No. 3 fronts 124.75 feet, as measured along a broken line, on the southerly margin of Old Franklin Road and extends back 656.93 feet, as measured along a broken line, on the easterly line and 646.76 feet on the westerly line to a dead line in the rear which measures 153.70 feet.

BEING part of the same property conveyed to Minna Ethel Culbertson by deed of record in Book 972, Page 520, said Register's Office. 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 John W. Eden and wife, Eunice M. Eden.

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 trailer or mobile home, basement house, garage, barn or other building may be used as temporary or permanent living quarters.

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

3. 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 8 of recorded Plat of record in Book 5210, Page 377, prepared by J. Bruce Rainey, Surveyor, dated March 27, 1981 and revised May 18, 1981. 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 [illegible] imposing them on any other land owned by Lillian Culbertson Brent, whether adjoining or located in the vicinity thereof, there being no general plan of development of all of her 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.

STATE OF TENNESSEE }
COUNTY OF DAVIDSON } The actual consideration or value whichever is greater, for this transfer is $ 12,100.00

Subscribed and sworn to before me, this the 20 day of June 1981

Affiant

My commission expires: 7/21/84 (Affix Seal)

Notary Public

NOTARY PUBLIC DAVIDSON COUNTY

unimproved (X)
This is improved ( ) property, known as Lot 3, Division of Minna E. Culbertson Land (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 Grantees 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 Grantees, 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 installaments thereof, as they mature, as hereinafter provided, and for the consideration of one dollar paid in cash, receipt of which is acknowledged, the said Grantees 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 $ value, *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 and, upon demand of said trustee or the lawful owner and holder of said indebtedness, to pay, discharge, or remove, 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 30 day of June, 1981.

Lillian Culbertson Brent

James M Brent

John W Eblen

Eunice M Eblen

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 24 day of June, 1981.

Jim Stevens
Notary Public

My Commission Expires Oct. 21, 1981

Commission expires

STATE OF Tennessee

COUNTY OF Davidson

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Personally appeared before me, Robert L. Dozier, *a Notary Public in and for said County and State,* JOHN W. EDEN AND WIFE, EUNICE M. EDEN *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* 30 *day of* June, *19* 81

Robert L. Dozier *Notary Public*

Commission expires 7/21/84

ROBERT L. DOZIER NOTARY PUBLIC DAVIDSON COUNTY, TENN.

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

JOHN W. EDEN AND WIFE, EUNICE M. EDEN

G. 48646

IDENTIF. REFERENCE

JUN 30 11 50 AM '81

FELIX Z. WILSON REGISTER
DAVIDSON COUNTY, TENN.

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

Chicago Title Insurance Company
2000 Richard Jones Road
Nashville, Tenn. 37215
Phone 298-2627

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

BOOK 5763 PAGE 758

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
			1210.00- CO	
			6067.00- MO	
			31.46 CO TX	
			6.10 MO TX	
			.50 PRFEE	
			12.00 MDEED	
			CHECK	50.06-
4135A06/30/81			BAL	.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

G 4 8 6 4 6

IDENTIF. REFERENCE

JUN 30 11 50 AM '81

FELIX Z. WILSON JR REGISTER
DAVIDSON COUNTY, TENN.

No. 830144