This Instrument Prepared By:
James W. Cameron III
Tune, Entrekin & White
26th Floor
First American Center
Nashville, Tennessee 37238

"Total principal indebtedness under any contingency is $ 10,125."

BOOK 6183 PAGE 101

ADDRESS NEW OWNER:	SEND TAX BILLS TO:	MAP/PARCEL:
Walter Brakefield & wife, Sue Brakefield	Same	M124, P67
1956 Bakers Grove Road		M124, P75
Hermitage, Tennessee 37076		

INSTALLMENT DEED

THIS INSTALLMENT DEED made and executed the 17th and 21st day of November, 1983, by G. Ward Lovell, Jr. and wife, Caroline T. Lovell, hereinafter called the "Grantors", to Walter Brakefield & wife, Sue Brakefield whose address is 1956 Bakers Grove Road, Hermitage, Tennessee 37076, hereinafter called the "Grantee". Wherever used herein, the terms "Grantor" and "Grantee" include all parties to this instrument and the heirs, legal representatives and assigns of individuals.

WITNESSETH: FOR AND IN CONSIDERATION of the sum of $ 13,500 of which $ 3,375 has been paid in cash, the receipt of which is hereby acknowledged, and for the remainder of $ 10,125 dollars, the said Walter Brakefield & wife, Sue Brakefield have executed an Installment Deed Note of even date herewith, in the original principal amount of $ 10,125 Dollars, due and payable in quarterly payments over five (5) years bearing interest at the rate of 9 3/4% per annum and after any default bearing interest at the highest rate provided by law, and providing for payment of attorneys fees, and to secure the payment of said notes, principal and interest, and attorneys fees, a lien is expressly retained on the land herein conveyed, G. Ward Lovell, Jr. and wife, Caroline T. Lovell, have this day bargained and sold, and do hereby transfer and convey unto the said Walter Brakefield & wife, Sue Brakefield their, heirs and assigns, certain real estate in Davidson County, Tennessee as follows:

TRACT 16

Land in the 4th Civil District of Davidson County, Tennessee and being described according to a survey by J. Bruce Rainey, Surveyor #823 dated July 15, 1981 and revised October 10, 1983, and known as Job No. 83-340 as follows:

Beginning at an iron pin on the southerly margin of Hobson Pike, said point of beginning being the Northeast corner of this tract and also being 639.68' west of the intersection of the southerly margin of Hobson Pike and the original easterly line of the Belinda City, Inc. property, of which this is a part; thence leaving the margin of said Pike S 06 degrees 00' 00" W 1630.72' to an iron pin in the line of the U.S. Government land; thence with the Government line and a fence the following 2 calls: N 86 degrees 51' 24" W 173.85 to a Government monument; thence N 49 degrees 34' 04" W 248.53' to an iron pin; thence leaving the Government line and fence N 07 degrees 02' 59" E 1438.20' to an iron pin on the southerly margin of the aforesaid Hobson Pike; thence with the southerly margin of said Pike N 86 degrees 11' 30" E 357.50' to a point of beginning, containing 13.18 acres, more or less.

Being a portion of the same property conveyed to G. Ward Lovell, Jr. by deed of record in Deed Book 5785, Page 716, Register's Office of Davidson County, Tennessee, and by deed of correct of record in Book 5806, page 788, Register's Office for Davidson County, Tennessee.

This conveyance is subject to and includes a 25' joint use easement for the purpose of constructing and maintaining water lines for this and other properties, being more particularly described as follows:

5488 11/29 59.75- CHECK

Beginning at an iron pin on the southerly margin of Hobson Pike, said point of beginning being the Northeast corner of the above described tract; thence with the margin of said Hobson Pike S 86 degrees 11' 30" W 439.28' to a point; thence crossing Hobson Pike and continuing S 09 degrees 14' 44" W 25.63' to a point; thence N 86 degrees 11' 30" E 466.42' to a point on the easterly line of the above described tract; thence with the easterly line N 06 degrees 00' 00" E 25.37' to the point of beginning.

The above described tract is also subject to a 300' wide TVA transmission line easement on the northerly part of the tract.

Caroline T. Lovell joins in this conveyance to transfer and release any interest she may have as a result of her marriage to G. Ward Lovell, Jr.

This conveyance of the property and all covenants and warranties contained herein are made expressly subject to the following: (1) Real estate taxes for the current year will be paid by the Grantor. (2) Grant of a transmission line easement by Robert J. Baltz, JR., et al. to the United State of America, including a covenant that no buildings or fire hazard shall be erected or maintained within the limits of the right-of-way, which covenant shall run with the land by instrument of record in Book 2335, Page 482, Register's Office for Davidson County, Tennessee. (3) Declaration of Taking and Judgment filed and entered in the United States District Court for the Middle District of Tennessee, Nashville Division, in the case of United States of America upon the relation for the use of the Tennessee Valley Authority vs. Robert J. Baltz, Jr., et al., No. 5889, with respect to a permanent easement and right-of-way for electric power transmission purposes, certified copies of which are of record in Book 4446, Page 427, and in Book 5055, Page 857, respectfully, said Register's office; (4) Easement for the flow of any creeks, branches, ponds or waterways. (5) Any other zoning ordinances and requirements of record.

This property is part of several tracts sold at auction on November 5, 1983, by the Grantors, and the Grantors desire to have certain restrictions apply to all tracts sold at auction and therefore this property is further subject to the following deed restrictions which shall run with the land for a period of twenty (20) years from November 5, 1983, and shall be binding on and enforceable by the owners and subsequent owners of each tract: (a) no mobile or modular homes or temporary structures will be allowed at any time. (b) all new residences shall be set back from Granny Wright Lane and Hobson Pike at least 100 feet and off any sidelines at least 30 feet and all barns and extra buildings shall be set behind the residence and also set off any sidelines 50 feet (except existing barn on Tract 2 may stay in its present location and does not have to be moved behind a residence). (c) All tracts are restricted to one residence per tract unless otherwise approved by the proper Health Department and Planning Commission. (d) No junk or litter distracting to the property will be allowed. (e) No swine or fowl shall be kept closer than 20 feet of any county road and no swine or fowl shall be raised commercially. These restrictions were announced and posted at the auction sale.

This is unimproved (X) property known as Rt 1, Hobson Pike, Hermitage, Tn.
improved ( )

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Walter Brakefield & wife, Sue Brakefield their, heirs and assigns forever, Grantors 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 except as set forth herein.

We further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to said real estate against the lawful claims of all persons.

And now for the purpose of securing the payment of said lien notes, and rendering unnecessary court proceedings for the enforcement of said lien in the event of non-payment of said notes, as they mature, as hereinafter provided, and for the consideration of one-dollar ($1.00), in hand paid, the said

Walter Brakefield & wife, Sue Brakefield do hereby transfer and convey unto James W. Cameron III, Trustee, his successors and assigns, the real estate herein before described, with the appurtenances, estate, title and interest thereto belonging, for the purposes aforesaid, only.

We, the said Walter Brakefield & wife, Sue Brakefield do hereby agree to keep all buildings now on the property insured by some reliable fire insurance company for the insurable value 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 interest may appear. We further agree to keep the improvements on said property in good repair and preservation.

Now if the said Walter Brakefield & wife, Sue Brakefield shall pay the notes aforesaid when due, according to their terms, and pay taxes, keep up repairs and keep the premises insured as aforesaid, then this trust conveyance shall be of no further force and effect. But if we fail to pay any of said notes or part thereof promptly at maturity or if, failing to keep up repairs or keep the premises insured as hereinafter provided; this trust conveyance shall remain in full force and effect and at the option of the lawfully 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 (20) days notice by three (3) publications in any newspaper, daily and weekly, published in Davidson County, Tennessee, to sell said property at the front door of the courthouse 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 deliver to him by the trustee of a deed for said property. In case of sell hereunder, the proceeds will be applied by the trustee as follows: (1) 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 for the enforcement of said lien; also, the expenses of any such litigation. (2) to the payment of all taxes which may be unpaid on said premises. (3) to the payment of all unpaid notes herein secured and any and all sums expended in the protection of said property. (4) residue, if any, will be paid to the Grantees, their representatives or assigns.

In the case of death, absence, inability or refusal to act of said trustee at any time when action under the foregoing power and trust 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 his 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 James W. Cameron III, 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 G. Ward Lovell, Jr. and wife, Caroline T. Lovell and Walter Brakefield & wife, Sue Brakefield hereunto said our hands at Nashville, Tennessee, this the 17th and 21st day of November, 1983.

G. Ward Lovell, Jr.

Caroline T. Lovell

Walter Brakefield

Ann Brakefield

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value, whichever is greater, for this transfer is $13,500.

Ann Brakefield
Affiant

Subscribed and sworn to before me on this the 21st day of November, 1983.

Teresa Schmitz
Notary Public

My Commission Expires: 11-1-87

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a Notary Public, the within named D. Ward Lovell Jr., with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he has read the foregoing and has executed the same for the purposes contained therein.

Witness my hand and official seal on this the 17th day of November, 1983.

Teresa Schmitz
Notary Public

My Commission Expires: 11-1-87

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a Notary Public, the within named Caroline T. Lovell, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who acknowledged that he has read the foregoing instrument and has executed same for the purposes contained therein.

Witness my hand and official seal on this the 17th day of November, 1983.

Teresa Schmitz
NOTARY PUBLIC

My Commission Expires: 11-1-87

OFFICIAL RECEIPT

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STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a Notary Public, the within named Walter Blakefield, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who acknowledged that he has read the foregoing instrument and has executed same for the purposes contained therein.

Witness my hand and official seal on this the 21st day of November, 1983.

Teresa Schmitt
NOTARY PUBLIC

My Commission Expires: 11-1-87

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a Notary Public, the within named Sue Blakefield, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who acknowledged that he has read the foregoing instrument and has signed same for the purposes contained therein.

Witness my hand and official seal on this the 21st day of November, 1983.

Teresa Schmitt
NOTARY PUBLIC

My Commission Expires: 11-1-87

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IDENTIF. REFERENCE

Nov 29 9 25 AM '83

FILED
REGISTER
DAVIDSON COUNTY, TN

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

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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

13500.00- CAMT.
10125.00- MAMT.
35.10 CSTAX
8.10 MSTAX
.50 PRFEE
15.00 WDEED
CHECK 58.70-
5488A11/29/83 BAL .00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

H 8 8 7 7.5

IDENTIF. REFERENCE

Nov 29 9 25 AM '83

FELIX Z. WILSON, REGISTER
DAVIDSON COUNTY, TN

No. 996223