INSTALLMENT DEED

For and in Consideration of the sum of Ten Thousand & 00/100 ($10,000.00) - Dollars,

of which Two Thousand Five Hundred & 00/100 ($2,500.00) ------ Dollars,

has been paid in cash by James A. Lewis and wife, Hilda M. Lewis , Wayne M. McInturff and wife, Emma S. McInturff

the receipt of which is hereby acknowledged, and for the remainder Seven Thousand Five Hundred & 00/100 ($7,500.00) ---------- Dollars,

the said James A. Lewis and wife, Hilda M. Lewis & Wayne M. McInturff & wife, Emma S. McInturff have this date executed their joint promissory note in the amount of $7,500.00 payable to Walter Louis Simpkins and wife, Laura Jeane Simpkins, to be paid in 35 monthly installments of $127.43 with the first payment due and payable August 1, 1984 and a like payment due and payable on the same day of each succeeding month thereafter until the 36th payment which shall be in the amount of $5,081.48, being the balance of the principal and interest due. Said payments include interest at the rate of 10-3/4% per annum and are to be applied first to interest due and then to principal.

and to secure the payment of the debt hereinabove set out together with all charges and claims made and provided in the said instrument or note evidencing the debt, reference to which is here made, a lien is expressly retained on the land herein conveyed. Walter Louis Simpkins and wife, Laura Jeane Simpkins

have this day bargained and sold, and do hereby transfer and convey unto the said James A. Lewis and wife, Hilda M. Lewis, Wayne M. McInturff & wife, Emma S.McInturff heirs and assigns,

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

BEING Tract Nos. 4 & 5, (the same being consolidated and described as one tract) on the unrecorded survey of the Division of the W. Louis Simpkins Property, Scottsboro (Davidson County), Tennessee, according to a survey of M & K, Inc., Engineers, Planners, Surveyors, dated May 5, 1984:

SAID Tracts Nos. 4 & 5, consolidated, and beginning in the South margin of Pecan Valley Road, at the Northwest corner of the Baker property at an iron pin; thence S 14° 46' 12" E 1193.12 feet to an iron pin; thence S 81° 34' 26" W 271.49 feet to an iron pin; thence S 48° 31' W 200.24 feet to an iron pin; thence N 15° 38' 49" W 968.40 feet to an iron pin in the margin of Pecan Valley Road, being the Northeast corner of Tract No. 6; thence along the margin of said road N 43° 07' 28" E 534.22 feet to the point of beginning containing 10.74 acres, more or less.

Being a part of the same property conveyed to Walter Louis Simpkins and wife, Laura Jeane Simpkins, by deed from Omar Wendell Charles, et ux, et als, as of record in Book 1290, page 324, R.O.D.C. Tennessee and part of the property conveyed to W. Louis Simpkins and wife, Laura Jeane Simpkins by deed from Omar Charles, et ux, et als as of record in Book 1630, page 23, R.O.D.C., Tennessee, the said Walter Louis Simpkins and W. Louis Simpkins, being one and the same person.

1984 Property taxes to be paid by Seller.

*Continued on next page as to Restrictions.

This is unimproved XX / improved ( ) property, known as Ashland City Highway - Nashville, TN (House Number) (Street) P O Address (City or Town) (Zip Code)

To Have and to Hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said James A. Lewis & wife, Hilda M. Lewis, Wayne M. McInturff and wife, Emma S. McInturff, their 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 James A. Lewis & wife, Hilda M. Lewis, Wayne M. McInturff & wife, ~~Emma S. McInturff, their~~ 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 notes, and rendering unnecessary court proceedings for the enforcement of said lien in the event of the non-payment of said notes, as they mature, as hereinafter provided, and for the consideration of one dollar, to in hand paid, ~~we~~, the said James A. Lewis and wife, Hilda M. Lewis, Wayne M. McInturff and wife, Emma S. McInturff,

do hereby transfer and convey unto H. E. Collins, Trustee his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title and interest thereto belonging, for the purposes aforesaid, only.

we, the said James A. Lewis, Hilda M. Lewis, Wayne M. McInturff & Emma S. McInturff do hereby 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 at least the sum of 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, and to pay all taxes and assessments thereon, and to pay them when due; and in case we fail to do either, then the said Trustee, or the lawful owner and holder of said notes, or any of them, may do any or all of these things, and charge and treat the sum or sums so expended as part of the indebtedness secured therein, the same to bear interest from the date of such payment.

Now, if we, the said James A. Lewis, Hilda M. Lewis, Wayne M. McInturff and Emma S. McInturff shall pay the notes aforesaid when due, according to their terms, and pay taxes, keep up repairs, and keep said premises insured, as aforesaid, then this trust conveyance shall be of no further force or effect. But if we fail to pay any one of said notes or part thereof, promptly at maturity or if, failing to pay taxes, keep up repairs or keep said premises insured as herein provided; we fail to reimburse the Trustee or lawful owner and holder of said notes for all sums, with interest, so expended by said Trustee, or lawful owner and holder of said notes, 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 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 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, the statutory right of redemption, homestead, dower, statutory or elective rights, 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 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 notes 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 Buyers representatives or assigns.

*Continued from Page One of Installment Deed
Simpkins to Lewis & McInturff (Tracts Nos. 4 & 5)

## DEED RESTRICTIONS

These deed restrictions shall run with the land for a period of 20 years from the date of the deed and shall be binding on and enforceable by the owners, starting with and including Mr. and Mrs. Louis Simpkins, tract one, and the subsequent owners of each tract two through eight for a period of twenty years.

1. Any residence shall contain a minimum of 1250 square feet, excluding carports, garages and patios and all residences shall be set back at least 100 feet from the road and at least 25 feet off any side line.



2. All other separate buildings shall set behind residence at least 50 feet and at least 25 feet off any side lines.

3. Houses with basements will be permitted but MUST NOT be used where the basement only is the residence.

4. No mobile homes or concrete block houses will be permitted (concrete blocks can be used for foundations).

5. No swine are to be kept within 500 feet of the roads on any tract.

| ADDRESS NEW OWNER (S) AS FOLLOWS | SEND TAX BILLS TO | MAP-PARCEL NUMBERS |
|---|---|---|
| James A. Lewis, et ux, et als (NAME) | Same (NAME) | Map 56 |
| Pecan Valley Rd (STREET ADDRESS OR ROUTE NUMBER) | (STREET ADDRESS) | S/c 33 |
| Nashville, Tenn (CITY) (STATE) (P. O. ZIP) | (CITY) (STATE) (ZIP) | |

THIS INSTRUMENT WAS PREPARED BY

H. E. Collins, Attorney
802-51st Avenue, North
Nashville, Tennessee 37209

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS

$ 10,000.00 (Amount) Wayne M. McInturff

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 9th DAY OF July 19 84.

Notary Public

MY COMMISSION EXPIRES: 4-20-86

(AFFIX SEAL)

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 lien notes, or, if more than one, then of the first-maturing unpaid note, 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 H. E. Collins, 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 Walter Louis Simpkins, Laura Jeane Simpkins, James A. Lewis, Hilda M. Lewis, Wayne M. McInturff & Emma S. McInturff

hereunto set our hands at Nashville, Tennessee, this the 9th day of July 1984

James A Lewis

Hilda M Lewis

Walter Louis Simpkins

Laura Jeane Simpkins

Emma S. McInturff

Wayne M. McInturff

BOOK 6340 PAGE 134

**STATE OF TENNESSEE**

DAVIDSON **County**

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Walter Louis Simpkins, Laura Jeane Simpkins, James A. Lewis, Hilda M. Lewis, Wayne M. McInturff & Emma S. McInturff, the bargainors, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who acknowledged that they executed the within instrument for the purpose therein contained.

Witness my hand and official seal at Nashville, Tennessee, this 9th day of July, 1984

Notary Public

Commission Expires 4-20-86

**STATE OF TENNESSEE**

_____ **County.**

Before me, _____, a Notary Public in and for the State and County aforesaid, personally appeared _____, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the _____ of the _____, a corporation, and that he as such _____, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself as _____.

Witness my hand and official seal at Nashville, Tennessee, this _____ day of _____, 19____

_____, Notary Public

Commission Expires _____

FELIX A. ... REGISTER DAVIDSON COUNTY, TN JUL 10 10 57 AM '84

IDENTIF. REFERENCE 136984

## OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF_____

FOR_____

BOOK 6340 PAGE 135

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

| DATE | SYMBOL | VALUATION | TAX AND FEES | TOTAL PAID |
|---|---|---|---|---|
| | | | | |

10000.00- CONT.
7500.00- MAT.
26.00 CSTAX
5.50 MSTAX
.50 PRFEE
12.00 MDEED
CHECK 44.00-
RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK .00

T 9 6 9 8 4

IDENTIFICATION REFERENCE

JUL 10 10 57 AM '01

REGISTER'S OFFICE
DAVIDSON COUNTY, TN

No.0053629