BOOK PAGE

This Form furnished by Attorneys Title Company, Inc. **INSTALLMENT DEED** Form No. WD-4

FROM

Caesar E. Urrutia

and wife, Christine M. Urrutia

TO

Glen E. Harding and wife,

Sally A. Harding

For draftsman's use

Caesar E. Urrutia
Attorney at Law
2285 Stewarts Ferry Pike
Hermitage, TN. 37076

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Glenn E. Harding, et ux (NAME)	Same (NAME)	Map 111
2516 Couchville Pike (STREET ADDRESS OR ROUTE NUMBER)	Same (STREET ADDRESS)	Par 31
Nashville, TN. 37214 (CITY) (STATE) (P. O. ZIP)	Same (CITY) (STATE) (ZIP)	4D 92612

(FOR REGISTER'S USE)

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS $45,000.00

Glenn E. Harding
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 9th DAY OF January, 1989.

Notary Public

MY COMMISSION EXPIRES: 11/12/91

(AFFIX SEAL)

FOR AND IN CONSIDERATION OF the sum of Forty-five Thousand and NO/100 (45,000.00) DOLLARS

of which $4,500.00 has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantees have executed their one promissory note of even date herewith in the principal sum of $40,500.00 (Forty Thousand, Five Hundred and No/One hundred Dollars). Said Note is payable to Caesar E. or Christine Urrutia in monthly installments as follows: On the 15th day of January 1989 the sum of Seven-Hundred Fifty and 30/100 Dollars ($750.30 and and thereafter an equal amount on the fifteenth (15th) day of each and every succeeding month until a total of 72 monthly payments have been made. Interest at the rate of ten percent (10%) per annum on the unpaid principal sum is included in said monthly payments - said principal and interest until paid in full.

and providing for payment of attorney's fees, and to secure the payment of said note or notes, principal and interest, and attorney's fees, a lien is expressly retained on the land herein conveyed,

We, Caesar E. Urrutia and wife Christine M. Urrutia

hereinafter called the grantors, have this day bargained and sold, and do hereby transfer and convey unto

Glenn E. Harding and wife Sally A. Harding

herein called grantees, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

FOR complete legal description and restrictions, see attached sheets marked

EXHIBITA A and B

00031

IDENTIFICATION REFERENCE

Jan 9 1 28 PM '89

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

"Maximum Principal Indebtedness for Tennessee Recording Tax Purposes is $40,500."

This is unimproved (X) improved ( ) property, known as 2343 Stewarts Ferry Pike Hermitage, TN. 37076
(House Number) (Street) P. O. Address: (City or Town) (Postal Zone)

TO HAVE AND TO HOLD the said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said grantees, 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 the said real estate to said grantees, 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 us in hand paid, we, the said grantees herein do hereby transfer and convey unto Jack J. Green 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 grantees 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 $ N/A 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 grantees, 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, 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 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:

THE STATE
RY RIGHT
F REDEM-
ION IS
HEREBY
AIVED

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 advise 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 the grantees herein, their heirs, 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 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 the said Trustee shall be vested in said successor.

Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

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 grantors and grantees, have hereunto set our hands this the 9 day of January 19 89

Glenn E. Harding — Caesar E. Urrutia
Sally A. Harding — Christine M. Urrutia

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Caesar E. Urrutia and wife Christine M. Urrutia and Glenn E. Harding and wife Sally A. Harding

the bargainor, 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 9 day of January, 19 89.

Adrain F. Brower Jr., Notary Public.

Commission expires 11/12/90

RECORDERS MEMO
LEGIBILITY OF WRITING, TYPING OR PRINTING IN THIS DOCUMENT UNSATISFACTORY WHEN RECEIVED

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 .....

A

TRACT 10 according to a survey of Robert E. Francis of Murfreesboro, Tennssee of the property of Caesar E. Urrutia and wife, dated 8/9/86 and a certain tract of land in the 4th civil district of Davidson County, Tennessee.

BEGINNING at a concrete corp marker set in a common line to lands formerly owned by John S Jenkins (heirs) and M. H. Henry and wife, Lavenia Henry; the coordinates of said monument are x = 1,837.962.98, Y= 633,652.88 and is approximately 1088.45 feet north of the centerline of Stewarts Ferry Pike; also being the north east corner of the property conveyed to to the United States fof America by Deed of Record in book 3846 page 220, known as tract no. 517 in the U. S. Army corps of engineers J. Percy Priest Dam and Reservoir project, situated in the Fourth Civil District of Davidson County Tennessee; thence south 6 degrees 04' 47" W 1088.45 feet to a corp. pin in the center line of Stewarts Ferry Pike thence, with the center line of said pike S 89 Degrees 50' 12" W 200.00 feet to a nail; thence N. 6 Degrees 04' 42" E 1297.44 ft. along the dividing line between tracts 9 and 10 thence S 40 degrees 38' 30" E 273.13 feet to the point of beginning containing 5.44 acres more or less. The tract is subject to a 16.5 road R.O.W. easement adjacent to and parallel with the centerline of Stewarts Ferry Pike.

BEING PART OF THE SAME PROPERTY CONVEYED TO Christine M. Urrutia by deed from Lavenia Henry, of record in Book 6929, page 443, Register's Office for Davidson County, Tennessee, and being part of the same property conveyed to Christine M. Urrutia and husband, Caesar E. Urrutia by deed from Jack J. Green Trustee of record in Book 7067, page 671, Register's Office for Davidson County, Tennessee.

RECORDER'S MEMO:
Legibility of Writing, Typing or Printing in This Document Unsatisfactory When Received.

CERTIFICATE OF ACCURACY
I hereby certify that this is a true and accurate survey to the best of my knowledge and ability.
Date 11-5 1986
Robert E. Francis
ROBERT E. FRANCIS
Registered Land Surveyor #669

4533 01/09 0101 03CHECK 202.17

B

RESTRICTIVE COVENANTS

In consideration of the premises and the mutual benefits to the Sellers and Buyers of said land, the following Restrictive Covenants are hereby agreed upon and shall be covenants running with the land and shall be binding upon the undersigned, and all subsequent owners thereof in any capacity whatsoever.

1. No lot shall be used except for residential purposes and only one dwelling is allowed on each tract.

2. Front of house must be a minimum of 150 feet from the front line of the land as measured from the iron pin in said front line.

3. One story dwelling to be a minimum of 1650 square feet of heated living area excluding carports, breezeways and garages. Two story dwellings to be a minimum of 2050 square feet excluding carports, breezeways and garages.

4. All dwellings to be at least seventy-five (75%) per cent brick.

5. No building shall be located nearer than 40 feet to an interior lot line. No dwelling shall be located on any interior lot nearer than 20 feet to the rear lot line.

6. No noxious or offensive trade shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No structure of a temporary character, trailer, basement, tent, shack, garage barn or other outbuilding shall be used at any time on any lot as a residence either temporarily or permanently on any lot. No junked automobiles may be maintained on any lot.

7. No multi-family dwelling can be erected on the land described in deed.

8. No building shall be built on any lot unless it shall conform to and be in harmony with existing structures in the tract.

9. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot except that dogs, cats, horses or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose.

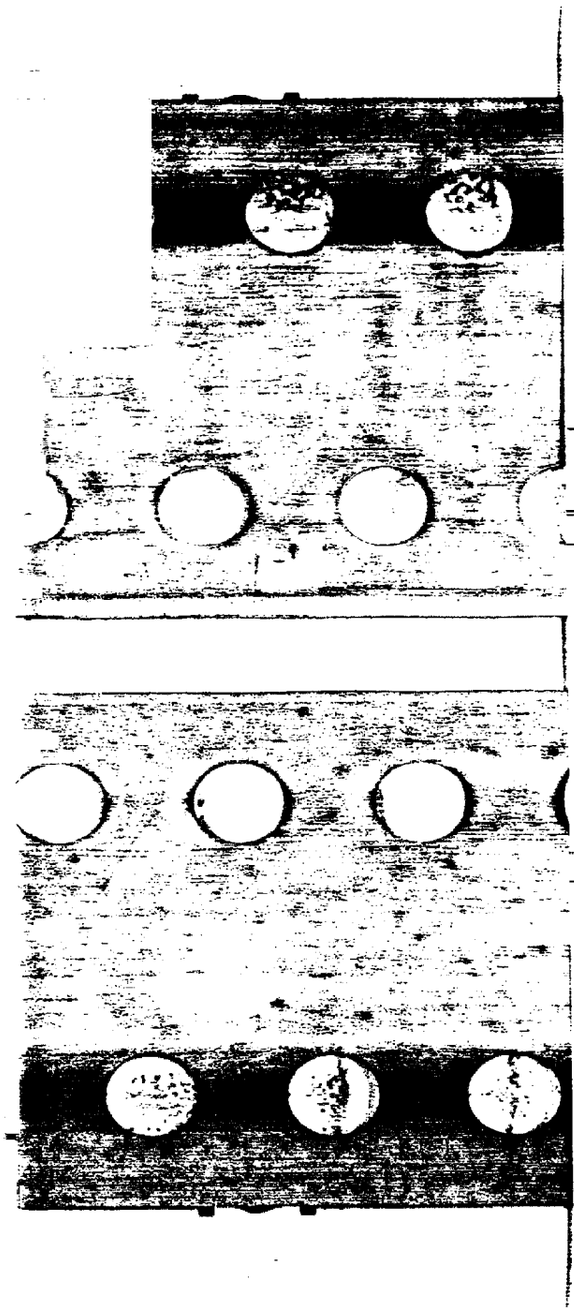
10. No tract shall be subdivided so as to produce less area in order to build another dwelling.

11. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them, their heirs and assigns, for a period of twenty (20) years from the date these covenants are recorded.

12. If the owners of any lot or combination of lots in said section of said sub division, their heirs or assigns, shall violate or attempt to violate any of the covenants or restrictions set out herein during any period in which they are enforced, it shall be lawful for any other person or persons owning any other lot or lots therein to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate such covenants or restrictions and either to prevent him or them from so doing or to recover damages or other dues for such violations.

13. Invalidation of any of these covenants by judgment or court order shall in no wise affect any of the provisions which shall remain in full force and effect.

14. Any detached out building must be of wood or brick construction and maintained in a good appearance at all times.



OFFICIAL RECEIPT
FELIX Z. WILSON, II
REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

BOOK 7747 PAGE 463

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

CAMT 45000.00
MAMT 40500.00
CON TX 148.50
MOR TX 41.17
PRFEE 0.50
UDEED 12.00
TOTAL 202.17
CHECK 202.17

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

00031.

IDENTIF. REFERENCE

Jun 9 1 28 PM '89

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

6/09/89 01 13:28 0001 4533

No. 171209