INFORMATION FOR METROPOLITAN TAX ASSESSOR:
TAX PARCEL NO. MAP 52-04 P/O 108 #115
SEND TAX NOTICES TO: William R. Crockett, Sr.
ADDRESS: Red Bud Terrace, Madison, Tennessee

Installment Deed

BOOK 3923 PAGE 39

FOR AND IN CONSIDERATION of the sum of EIGHT THOUSAND FIVE HUNDRED AND NO/100----------($8,500.00) - *Dollars, of which* TWO HUNDRED AND NO/100----------($200.00) --*Dollars, has been paid in cash, the receipt of which is hereby acknowledged, and for the remainder* in the amount of EIGHT THOUSAND THREE HUNDRED AND NO/100----------($8,300.00)---- *Dollars,* WILLIAM R. CROCKETT, SR., AND WIFE, LULA MAE CROCKETT, *have executed* their one joint promissory note of even date herewith, payable to the order of Bert C. Ferguson and Robert R. Poe in monthly installments of $60.00 each, including principal and interest at the rate of 6% per annum, beginning December 26, 1964,

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, we, BERT C. FERGUSON AND ROBERT R. POE, *have this day bargained and sold, and do hereby transfer and convey unto the said* WILLIAM R. CROCKETT, SR., AND WIFE, LULA MAE CROCKETT, THEIR (~~successors~~), *heirs and assigns, certain real estate in* Davidson *County, Tennessee, as follows:*

Being the northeasterly 25 feet of Lot No. 6 and the southwesterly 50 feet of Lot No. 7 in Red Bud Terrace Subdivision, a plat of which is of record in Book 843, page 41, Register's Office for said County, and according to a survey made by Hickerson & Hickerson Engineers, dated October 24, 1963, said parts of said lots are described together as follows:

Beginning at a point in the southeasterly margin of Red Bud Terrace, said point being located North 36° 15' East 525 feet from a concrete monument at the intersection of said margin and the northwesterly margin of East Palestine Boulevard; thence with said southeasterly margin of Red Bud Terrace, North 36° 15' East, passing an iron pin at 25 feet, a total distance of 75.0 feet to a point; thence South 52° 44' East 200.0 feet to a point; thence South 36° 15' West, passing an iron pin at 50 feet, a total distance of 75.0 feet to a point; thence North 52° 44' West 200.0 feet to the point of beginning.

Being part of the same property conveyed to Burt C. Ferguson and Robert R. Poe, by deed from Thomas P. Giles, unmarried, of record in Book 3643, page 606, said Register's Office.

(This Instrument prepared by: James A. Lesemann, Atty.)
533 Gallatin Rd.
Madison, Tennessee

It is hereby agreed and understood that Burt C. Ferguson and Bert C. Ferguson are one and the same person.

This is improved property known as _____ Red Bud Terrace, Madison, Tennessee.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto, belonging, to the said William R. Crockett, Sr., and wife, Lula Mae Crockett, 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* William R. Crockett, Sr., and wife, Lula Mae Crockett, 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 William R. Crockett, Sr., and wife, Lula Mae Crockett, *hereinafter referred to as trustors, hereby transfer and convey unto* Harlan Dodson, Jr., *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 $ 8,300.00, *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 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 officer, on this the 19th *day of* November, 1964.

Bert C Ferguson
BERT. C. FERGUSON

Robert R Poe
ROBERT R. POE

William R Crockett Sr
WILLIAM R. CROCKETT, SR.

Lula Mae Crockett
LULA MAE CROCKETT

STATE OF TENNESSEE
COUNTY OF Davidson

Personally appeared before me, the undersigned, *a Notary Public in and for said County and State,* William R. Crockett, Sr., and Wife, Lula Mae Crockett *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 Madison, Tennessee, *this* 20th *day of* November, 19 64.

Kate A. Cullen *Notary Public*

Commission expires May 1, 1967

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before me, Mrs. William M. Peacher, *a Notary Public in and for said County and State,* Bert C. Ferguson and Robert R. Poe

the within named 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 Madison, Tennessee

this 5 *day of* August, 1965.

Mrs. William M. Peacher, Notary Public

Commission expires 1-31-67

STATE OF TENNESSEE

COUNTY OF

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 .....

STATE TAX $ 1.25
PROBATE $ 1.50
TOTAL
AUG 12 1965

R. E. WORRALL
COUNTY COURT CLERK
DAVIDSON COUNTY, TENN.
PAID AUG 12 1965

92946

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY
STATE OF TENN

AUG 12 2 51 PM '65

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RECORDING FEE

INSTALLMENT DEED

FROM

BERT C. FERGUSON ET AL.

TO

WILLIAM R. CROCKETT, SR.,

ET UX

RUSH

...liments of

...itle Company

...TENNESSEE

Representing

Southern Title Insurance Company
4277 Lyons View Pike
KNOXVILLE, TENNESSEE

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