Installment Deed

BOOK 4004 PAGE 860

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Edsel Crotzer et ux.	Edsel Crotzer	3D-4250
(NAME:) 292 McGavock Pike	(NAME:) 292 McGavock Pike	Map 95-4
(STREET ADDRESS OR ROUTE NUMBER) Donelson, Tennessee	(STREET ADDRESS) Donelson, Tennessee	Par. 57
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of Forty Six Thousand and no/100 ---------- ($46,000.00) ---------- *Dollars,*

of which Ten Thousand and no/100 ---------- ($10,000.00) ---------- *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder Thirty Six Thousand and no/100 ---- ($36,000.00) ---------- *Dollars,*

Edsel Crotzer and wife, Sue Crotzer, *have* assumed and agree to pay the unpaid balance of $15,750.00 of an original indebtedness of $20,000.00 secured by deed of trust of record in book 3294, page 165, Register's Office for Davidson County, Tennessee; and have executed their promissory note of even date for $20,250.00 payable to the order of Joe P. Hamilton, Sr. and wife, Florence S. Hamilton, in 96 monthly installments as follows: The first 23 installments being for $200.00 each, and the 24th installments for $238.52, which installments include both principal and interest at the rate of 6% per annum, with the first payment falling due one month from date, and the others monthly thereafter; and then the unpaid balance of $17,700.00 of said note will be payable in 72 monthly installments of $293.35 each, which include both principal and interest at the rate of 6% per annum, due on the same day of each consecutive month until said note is paid in full,

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, Joe P. Hamilton, Sr. and wife, Florence S. Hamilton,

have this day bargained and sold, and do hereby transfer and convey unto the said Edsel Crotzer and wife, Sue Crotzer, their *(successors), heirs and assigns,*

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

Land in the 3rd Civil District of said County and State, being the easterly part of Lot No. 7 of Joel S. Boyd's Subdivision of the 2.87 acre tract, not of record, described partly according to a survey made by John M. Sullivan, County Surveyor, April 4, 1949, as follows:
Beginning at a point in the center of Lebanon Road at the common corner of lots Nos. 7 and 8 on said survey, said point being the northwest corner of the property conveyed to J. Frank Crowell and wife, by deed from Thomas Henry Horrell and wife, as of record in book 3281, page 347, Register's Office for said County; thence with the line between said lots Nos. 7 and 8 along said Crowell's westerly line south 5° 15' east 258 feet to a point in N. B. Martin's northerly line; thence with said Martin's northerly line along a fence south 81° 20' west 45.96-2/3 feet to a point lying north 81° 20' east along said Martin's northerly line 3 feet 10 inches from the rear common corner of lots Nos. 6 and 7 on said survey, said point also lying south 81° 20' west along said Martin's northerly line 2 inches from the southeast corner of the property conveyed to W. H. Freeman, et al, by deed from Joe P. Hamilton and wife, as of record in book 2275, page 227, said Register's Office; thence with said Freeman's present easterly line north 259 feet, more or less, to a point in the center of Lebanon Road, said point lying north 83° 25' east along the center of said Road 3 feet 10 inches from the common corner of said lots Nos. 6 and 7, said point also lying south 83° 25' west along the center of said Road 2 inches from said Freeman's old northeast corner; thence with the center of said Road north 83° 25' east 48.46-2/3 feet to the beginning.
Being the same real property conveyed to Joe P. Hamilton, Sr. and wife, Florence S. Hamilton, by deed from Joe P. Hamilton, Jr., Substitute Trustee, of record in book 3503, page 551, Register's Office for said County.

This Instrument Was Prepared By
Dewey W. Pedigo
Of The Law Firm Pedigo & Saindon
Stahlman Building: Nashville, Tennessee

This conveyance is made subject to easement for a 20-foot right-of-way across rear of premises reserved for an alley by agreement as set out in the deed of record in book 1781, page 274, Register's Office for Davidson County, Tennessee.

unimproved ( )
This is improved ( ) property, known as ..... (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 Edsel Crotzer and wife, Sue Crotzer, 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,* except by deed of trust as set out above.

We ..... *further covenant and bind* ourselves, our ..... *heirs and representatives, to warrant and forever defend the title to said real estate to said* Edsel Crotzer and wife, Sue Crotzer, 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 Edsel Crotzer and wife, Sue Crotzer, ... *hereinafter referred to as trustors, hereby transfer and convey unto* Joe Hamilton, 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 $....., 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 officers, on this the 6th *day of* April, *19* 66.

Joe P Hamilton Sr
Florence S. Hamilton
Edsel P. Crotzer
Sue B Crotzer

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Alice McMahon, *a Notary Public in and for said County and State,* Joe P. Hamilton, Sr. and wife, Florence S. Hamilton, and Edsel Crotzer and wife, Sue Crotzer,

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* 11 *day of* April, *19* 66.

Alice McMahon *Notary Public*

Commission expires April 25, 1966

STATE OF.....

COUNTY OF.....

Personally appeared before me, ...*, a Notary Public in and for said County and State,* .....

.....

the within named bargainor....., with whom I am personally acquainted, and who acknowledged that..... executed the within instrument for the purposes therein contained.

Witness my hand and official seal at.....,
this.....day of....., 19.....

.....*Notary Public*

Commission expires.....

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 corporatoin by .....self as.....

Witness my hand and seal, at office in.....,
this.....day of....., 19.....

.....*Notary Public*

Commission expires.....

Gun 188506

INSTALLMENT DEED

FROM

Joe P. Hamilton, Sr. et ux.

TO

Edsel Crotzer et ux.

STATE TAX $ 69.00
PROBATE 50
TOTAL $ 69.50

APR 12 1966

R. E. WORRALL
COUNTY COURT CLERK
DAVIDSON COUNTY, TENN.

PAID APR 11 1966

23975

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY
STATE OF TENN

APR 12 9 29 AM '66

NOTED: BOOK 113 PAGE 797
RECORDING FEE $ 3.50
DEP. REG. 2

