DEED PREPARED BY JAMES R. MCKINNEY, 608 Gallatin Road, No., Madison, Tenn. 37115

NEW OWNER: JAMES H. CRAFT
Gallatin Rd.
Madison, Tenn.

SEND TAX BILLS TO: SAME

Map. 34-2
Par. 29-30-31 PW

Applicant Agrees to Comply with Zoning Ordinance
7-11-69

O/K
D/B

# Installment Deed

BOOK 4280 PAGE 419

*FOR AND IN CONSIDERATION of the sum of* THREE HUNDRED SIXTY-NINE THOUSAND AND NO/100 ($369,000.00) ---------- *Dollars,*

*of which* ONE HUNDRED SEVEN THOUSAND AND NO/100 ($107,000.00) ---------- *Dollars, has been paid in cash,*

*the receipt of which is hereby acknowledged, and for the remainder* TWO HUNDRED SIXTY-TWO THOUSAND AND NO/100 ($262,000.00) ---------- *Dollars,*

WE, JAMES H. CRAFT AND WIFE, DOROTHY CRAFT *have executed* a note of even date herewith to HOWARD W. FORRESTER AND WIFE, GLADYS F. FORRESTER, AND WIFE, WILENA FORRESTER, CLYDE L. FORRESTER, JOE W. FORRESTER AND WIFE, BERTHA FORRESTER, to bear interest at the rate of six and one-half (6½%) per cent per annum with said interest beginning February 1, 1969. Said note to be paid in five annual installments of FIFTY-TWO THOUSAND FOUR HUNDRED AND NO/100 ($52,400.00) DOLLARS plus interest beginning one (1) year from date of this deed and each succeeding year thereafter until paid in full. No installment payment of said indebtedness will be accepted prior to January 1, 1969.

*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, HOWARD W. FORRESTER AND AND WIFE, GLADYS F. FORRESTER, WIFE, WILENA FORRESTER, CLYDE L. FORRESTER, JOE W. FORRESTER AND WIFE, BERTHA FORRESTER,

*have this day bargained and sold, and do hereby transfer and convey unto the said* JAMES H. CRAFT

HIS *(successors), heirs and assigns,*

*certain real estate in* DAVIDSON *County, Tennessee, as follows:*

Land in Davidson County, Tennessee, being three Tracts of land described as follows:

TRACT I:

Being in the 10th, formerly the 20th, Civil District of said County, being parts of Lots 2, 3, 5 and 6 on the Plan of W. J. Cude's Subdivision, Edgefield Junction, as of record in Book 421, page 105, Register's Office for said County, and described together according to a survey made by Lewis D. Justice, Surveyor, Nov. 1, 1949, as follows:
BEGINNING on the southeasterly margin of the Gallatin Road, at a point 200 feet southwest of the center of Cude Lane, being the southwest corner of the property conveyed to William R. Rawls and wife, by deed from William F. Shivel, Trustee, of record in Book 1430, page 484; thence with Rawls' southwesterly line, South 46° 20' east 1300 feet to a stake, Rawls' southeast corner; thence south 43° 40' west 723.5 feet to a stake; thence south 77° 30' west 50 feet to a stake; thence north 15° 55' west 238 feet to an 18 inch marked hackberry; thence along the stone wall north 3° 40' east 376.2 feet to a stake and post; thence along the fence north 49° 35' west 734 feet to a stake on the southeasterly margin of the Gallatin Road; thence with said Road, north 30° 30' east 408.3 feet to the beginning, containing 13.27 acres, more or less.

TRACT II:

Being the northerly part of Lot No. 3 of W. J. Cude's Subdivision of Edgefield Junction, as of record in Book 421, page 105, Register's Office for said County, and described as follows:

(TRACT II CONTINUED:)
BEGINNING at a point in the easterly margin of the Nashville-Gallatin Pike, known as U.S. Highway 31-E, 136.7 feet more or less northerly from the common corner of Lots 3 and 4; thence with the margin of said Pike, northeasterly 160 feet to a point, the common corner of Lots 2 and 3; thence with the line between said Lot 3 and 2, 5 and a 6-acre tract, southeasterly 714 feet to the corner of the Shivel 6-acre tract, also being a corner of the Steward lands; thence with Steward's line, southwesterly 173.3 feet to a point in a fence; thence along said fence, northwesterly 659 feet to the beginning.
Included in the above description but excluded therefrom is a tract of land conveyed to Joe W. Forrester and wife, Bertha Forrester, by deed from Clyde L. Forrester and wife, of record in Book 3032, page 217, said Register's Office, being hereinafter described as TRACT III.

TRACT III.

Being part of Lt. 3, W.J.Cude's Subdivision of Edgefield Junction, as of record in Book 421, page 105, Register's Office for said County, and described as follows:
BEGINNING at an iron pin in the northerly part of Lot 3, said point being 375 feet from the easterly margin of Gallatin Road as widened; thence eastwardly with the northerly margin of said Lot 3, 125 feet to an iron pin; thence southwardly and perpendicular to the northerly line of Lot 3, 80 feet to an iron pin; thence westwardly and parallel to the northerly line of Lot 3, 125 feet to an iron pin; thence northwardly 80 feet to the point of beginning.

BEING property vested as follows: TRACT I: HOWARD W. FORRESTER AND WIFE, WILENA FORRESTER, by deed from William F. Shivel, Trustee and individually, et al, TRACT II: is in CLYDE L. FORRESTER AND JOE W. FORRESTER, by deed from Ernest Belcher and wife, as of record in Book 1779, page 454; and TRACT III: is in JOE W. FORRESTER AND WIFE, BERTHA FORRESTER, as to a 1/2 undivided interest by deed from Ernest Belcher and wife, as of record in Book 1779, page 454, and the other 1/2 undivided interest is in Joe W. Forrester, and wife, Bertha Forrester, by deed from Clyde L. Forrester and wife, as of record in Book 3032, page 217; Register's Office, Davidson County, Tennessee.

Included in the above but excluded therefrom is that part of the land that lies within the bounds of Gallatin Pike as widened.

*TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto, belonging, to the said* JAMES H. CRAFT, HIS (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* JAMES H. CRAFT, HIS (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* JAMES H. CRAFT AND WIFE, DOROTHY CRAFT, *hereinafter referred to as trustors, hereby transfer and convey unto* DODSON BATSON, *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.*

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*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* 10 *day of* OCTOBER, *19* 68.

James H Craft — Dorothy Craft

Howard W. Jones — Wilena Forrester

Clyde L. Forrester — Gladys F. Forrester

Joe W. Forrester — Bertha Forrester

OCT 22 68 CONV 99,000.00
OCT 22 68 CONV 90,000.00
OCT 22 68 CONV 90,000.00
OCT 22 68 CONV 90,000.00
OCT 22 68 MORT'G 90,000.00
OCT 22 68 MORT'G 90,000.00
OCT 22 68 MORT'G 82,000.00
OCT 22 68 STAX B* 959.40
OCT 22 68 B* 260.00
OCT 22 68 PRTEE B* .50
OCT 22 68 RCRED B* 6.00 * 1,225.90

STATE OF TENNESSEE

COUNTY OF DAVIDSON

*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

BOOK 4280 PAGE 422

*Personally appeared before me,* THE UNDERSIGNED *, a Notary Public in and for said County and State,* HOWARD W. FORRESTER AND WIFE, WILENA FORRESTER, CLYDE L. FORRESTER, JOE W. FORRESTER AND WIFE, BERTHA FORRESTER, JAMES H. CRAFT AND WIFE, DOROTHY CRAFT, GLADYS F. FORRESTER, *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* 10th *day of* OCTOBER, 19 68.

Hubert L. Baker *Notary Public*

*Commission expires* Aug 10, 1969

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* _____

I hereby swear or affirm that the actual consideration or true value for this transfer, whichever is greater, is $ 369,000.00.

Affiant Howard E. Gonce.

Subscribed and sworn to before me this 10th day of October, 1968.

Hubert L Baker
NOTARY PUBLIC

White: Rebel Realty Co 628 Fallwin Rd

**INSTALLMENT DEED**

FROM
HOWARD W. FORRESTER ET UX,
CLYDE L. FORRESTER, AND WIFE,
JOE W. FORRESTER ET UX

TO
JAMES H. CRAFT

A 1 8 0 0'0

IDENTIF. REFERENCE

Oct 22 11 35 AM '68

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

Comparisons of

Madison Title Company
MADISON, TENNESSEE

Representing
Southern Title Insurance Company
4277 Lyons View Pike
KNOXVILLE, TENNESSEE