K 4566

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INSTALLMENT DEED

For and in Consideration of the sum of One Hundred and Fifty Thousand and no/100 Dollars,

of which One Thousand Five Hundred and Fifty and no/100 Dollars,

has been paid in cash by Crouch Enterprises Inc.

the receipt of which is hereby acknowledged, and for the remainder One Hundred and Forty Eight Thousand, Four Hundred and Fifty and no/100 Dollars,

the said Crouch Enterprises, Inc. has

assumed and agreed to pay the sum of $12,246.98, which is the principal balance as of June, 1971 of two notes secured by Deed of Trust to First Federal Savings and Loan Association. For the remaining $136,203.02, the grantee herein has executed its one promissory note of even date herewith payable to order of the grantors herein, in monthly installments of $1,550.00. The first installment is due and payable on or before Aug.1, 1971, with subsequent installments all due and payable on or before the 1st day of each succeeding month. Interest is included in the payment.

all of said notes bearing six per cent interest from date, and providing for payment of attorney's fees, and to secure the payment of said notes, principal and interest, and attorney fees, a lien is expressly retained on the land herein conveyed, We Clyde D. Hooper and wife, Willie E. Hooper

have this day bargained and sold, and do hereby transfer and convey unto the said Crouch Enterprises Inc., Its Successors and assigns,

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

Land in the 2nd Civil District of Davidson County, Tennessee, more particularly described according to a survey made by Ernest Medlin, Surveyor, on August 30, 1971, as follows:

Beginning at a spike located in the southwestwardly margin of Murfreesboro Road the common front corner of the land herein described and a tract of 0.658 acres shown in said survey; thence with the margin of Murfreesboro Road south 43 degrees, 41 minutes, 37 seconds, east 525.44 feet to an iron pin in the southwest margin of Murfreesboro Road; thence leaving said road south 89 degrees, 15 minutes, west 1031.48 feet to an iron pin; thence north 3 degrees, 41 minutes, 53 seconds, east 122.83 feet to a spike in the center of an unnamed lane; thence north 73 degrees, 58 minutes, 03 seconds, east 667.52 feet to an iron pin; thence north 45 degrees, 22 minutes, 53 seconds, east 162.80 feet to the point of beginning, containing 4.96 acres.

Being the same property conveyed to Mrs. Willie E. Hooper by deed from Mrs. Lillian Bray Keith, a widow, of record in Book 1335, page 118, and part of the property conveyed to Clyde D. Hooper and wife Willie E. Hooper by deed from James T. Mc Knight and wife Evelyn K. Mc Knight of record in Book 3029, page 83, Register's Office Davidson County, Tennessee.

Sellers agree to release any portion of the land herein described for such consideration as they can agree.

This is unimproved ( ) improved (X) property, know as Murfreesboro Road, Nashville, Tennessee
(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 Crouch Enterprises, Inc. Successors 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 as above stated.

We further covenant and bind Ourselves and Our heirs and representatives, to warrant and forever defend the title to said real estate to said Crouch Enterprises, Inc. Its Successors 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 It in hand paid, _____, the said Crouch Enterprises, Inc.

_____

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.

_____, the said Crouch Enterprises, Inc.

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 $ Insurance 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 interst 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 Crouch Enterprises, Inc. 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 It 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; It 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 trust conveyance. It 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. It 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 Crouch Enterprises, Inc. 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 Jack J. Green, 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 Clyde D. Hooper and wife Willie E. Hooper and Crouch Enterprises, Inc. hereunto set our hands at Nashville, Tennessee, this the 4th day of January 19 72

Clyde D. Hooper

Willie E. Hooper

Crouch Enterprises, Inc. By:

President

Crouch Enterprises, Inc.
Has caused this instrument to be executed by and through its duly authorized officiers the day and year above written.

STATE OF TENNESSEE
Davidson County

Personally appeared before me, Susan E. Arnette, a Notary Public in and for said County and State, the within named Clyde D. Hooper and wife Willie E. Hooper

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 4th day of January, 1972

Susan E. Arnette, Notary Public.

Commission Expires 4-25-72

JAN-5	CONV	90,000.00		
JAN-5	CONV	60,000.00		
JAN-5	MORT'G	90,000.00		
JAN-5	MORT'G	46,203.02		
JAN-5	S'TAX		A* 390.00	
JAN-5	S'TAX		A* 134.20	
JAN-5	PR'FEE		A* .50	
JAN-5	W'DEED		A* 8.00	* 532.70

STATE OF _____ **County.**

Personally appeared before me, _____, a Notary Public in and for said County and State, the within named _____

the 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 _____

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STATE OF TENNESSEE
COUNTY OF DAVIDSON

Before me, Caesar E. Urrutia, a Notary Public of the State and County aforesaid, personally appeared E. C. Crouch, with whom I personally acquainted, and who, upon oath, acknowledged Him self to be President of the Crouch Enterprises, Inc., the within named bargainor, a corporation, and that he as such President, being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by Him self as President.

Witness my hand and seal, at office in Nashville, Tennessee, this 4th day of January, 1972

Caesar E. Urrutia, Notary Public.

Commission expires 4/25/1972

(over for additional acknowledgements)

CAESAR E. URRUTIA NOTARY PUBLIC DAVIDSON COUNTY, TENN.

INSTALLMENT DEED

FROM
Clyde D. Hooper and wife
Willie E. Hooper

TO
Crouch Enterprises, Inc.

Attorneys Title Company
Titles Guaranteed
NASHVILLE, TENN.

B 43466

IDENTIF. REFERENCE

JAN 5 10 45 AM '72

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Crouch Enterprises, Inc. (NAME)	First Federal Savings and Loan (NAME)	2D-2745
Murfreesboro Rd. Rt 2 (STREET ADDRESS OR ROUTE NUMBER)	4th at Union (STREET ADDRESS)	2D-2735
Antioch, Tennessee (CITY) (STATE) (P. O. ZIP)	Nashville, Tennessee (CITY) (STATE) (ZIP)	

THIS INSTRUMENT WAS PREPARED BY
Caesar E. Urrutia
1623 Parkway Towers
Nashville, Tennessee

STATE OF TENNESSEE
COUNTY OF DAVIDSON

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

$150000.00

Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 5th DAY OF January, 1972

Notary Public

MY COMMISSION EXPIRES Aug 29 1972

(AFFIX SEAL)