Fil. Pat 1 prepared By Alan Saturn Parkway Towers Nashville, Tenn

Installment Deed

BOOK 4776 PAGE 314

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
JOHN E. LOISEAU, ET AL	SAME	
(NAME:)	(NAME:)	104-B
2034 RICHARD JONES ROAD		
(STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	287
NASHVILLE, TENN. 37215		
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of SEVENTY THOUSAND AND NO/ONE HUNDREDTHS ($70,000.00) Dollars, of which TEN THOUSAND AND NO/ONE HUNDREDTHS ($10,000.00) Dollars, has been paid in cash, the receipt of which is hereby acknowledged, and for the remainder SIXTY THOUSAND AND NO/ONE HUNDREDTHS ($60,000.00) Dollars, JOHN E. LOISEAU, DAVID E. LONG, AND LEE B. LONG have executed their promisory note of even date herewith, payable to the order of Joseph M. Crowe, in the principal amount of Sixty Thousand Dollars ($60,000.00) payable as follows: On the fifteenth day of January, 1974, the sum of $400.00, and a similar sum on the same day of each succeeding thirty-five (35) months, and on the fifteenth (15th) of January, 1977, the full amount of principal, plus interest at the rate of eight and one-half per cent (8-1/2%) per annum, from date hereof until date of full payment, shall become due and payable at once. The $400.00 per month monthly payment recited herein shall be applied to the payment of interest by the holder, and any accrued interest in excess of the $400.00 monthly payments shall be due and payable on the 36th month.

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, Joseph M. Crowe, and wife, Kathryn K. Crowe

have this day bargained and sold, and do hereby transfer and convey unto the said John E. Loiseau, an undivided fifty per cent (50%) interest, David E. Long, an undivided twenty five per cent (25%) interest, and Lee B. Long, an undivided twenty five per cent (25%) interest, in (successors), heirs and assigns, certain real estate in Davidson County, Tennessee, as follows: TRACT NO. I: Being the north 55 feet by 157.0 feet of the south one-half of Lot No. 46 on the Plan of O.B. Hayes Large Lots, called Rokeby, of record in Book 21, page 87, Register's Office for said County, described as follows: Beginning at a point in the westerly margin of 17th Avenue, South 110 feet north of the common corner of Lot No.s 46 and 65; thence at right angles westerly 157.9 feet to an alley; thence with the margin of said alley northerly and parallel to the westerly margin of 17th Ave.,So., 55 feet to a point; thence easterly and parallel with the first line, 157.9 feet to the westerly margin of 17th Ave., So., thence with the margin of the same southerly 55 feet to the point of beginning.

Being the same property conveyed to Joseph M. Crowe, by deed from Land Systems International, Inc., as of record in Book 4490, Page 195, Register's Office for said County.

TRACT NO. II: Land in Davidson County, Tenn., being the northerly one-half of the easterly part of Lot No. 46 on the plan of O.B. Hayes Large Lots, called "Rokeby" as of record in Book 21, Page 87, Register's Office for said County. Said part of Lot No. 46 fronts 165 feet on the westerly side of 17th Ave., South, formerly Addison St., and runs back between parallel lines 157-1/4 feet, more or less, to an alley.

Being the same property conveyed to Joseph M. Crowe, by deed from Land Systems International, Inc., as of record in Book 4490, Page 103, Register's Office for said County.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ 70,000.00

Affiant

Subscribed and sworn to before me, this the 15th day of December 1973

Notary Public

My commission expires 2/14/75 (Affix Seal)

This is unimproved ( ) improved (X) property, known as 1415-1503 17th Ave. So., Nashville, Tenn.
(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 JOHN E. LOISEAU, AN UNDIVIDED 50% INTEREST, DAVID E. LONG, AN UNDIVIDED 25% INTEREST, AND LEE B. LONG, AN UNDIVIDED 25% INTEREST, HEREINAFTER GRANTEES, 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 GRANTEES, 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 GRANTEES hereinafter referred to as trustors, hereby transfer and convey unto ALAN L. SATURN, 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 $ MAXIMUM, 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.

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

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 Registers 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.

Witness our *hand* S *this* 18th *day of* December, 1973, *the corporate party, if any, having caused its name to be signed hereto by its duly authorized officers on said day and date.*

X Joseph M. Crowe
JOSEPH M. CROWE

X Kathryn K. Crowe
KATHRYN K. CROWE

John E. Loiseau
JOHN E. LOISEAU

David E. Long
DAVID E. LONG

X Lee B. Long
LEE B. LONG

STATE OF MISSOURI
COUNTY OF

Personally appeared before me, the undersigned, *a Notary Public in and for said County and State,* JOSEPH M. CROWE, AND WIFE, KATHRYN K. CROWE

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 Kansas City, MISSOURI ~~Tennessee~~,
this 12th *day of* December, 19 73

DORIS J. SNYDER NOTARY PUBLIC JACKSON COUNTY, MO.

My Commission expires My Commission Expires Feb. 14, 1977

Doris J. Snyder
Notary Public
DORIS J. SNYDER

STATE OF FLORIDA

COUNTY OF Pinellas

Personally appeared before me, Mildred L. Kreilsheim, a Notary Public in and for said County and State, LEE B. LONG, the within named bargainor, with whom I am personally aquainted, and who acknowledged that he executed within Instrument for the purposed therein contained.

Witness my hand and official seal at Clearwater Florida, this 26th day of Dec., 1973.

Mildred L. Kreilsheim
Notary Public

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE MY COMMISSION EXPIRES JAN. 31 1977 BONDED THRU GENERAL INS. UNDERWRITERS

INSTALLMENT DEED

FROM

JOSEPH M. CROWE, AND WIFE,

KATHRYN K. CROWE

TO

LOISEAU, JOHN E., LONG, DAVID E

AND LONG, LEE B.

Compliments of

GUARANTY TITLE

Office of

CHICAGO TITLE INSURANCE COMPANY

American Trust Building

S. W. Cor. Third & Union

NASHVILLE, TENNESSEE

CA

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me, Alan L. Saturn, a Notary Public in and for said County and State, JOHN E. LOISEAU, AND DAVID E. LONG, the within named bargainors, with whom I am personally acquainted, and who acknowledged that they executed within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee, this 18th day of December, 1973.

Alan L Saturn
Notary Public

My Commission Expires:
4/1/75

ALAN L. SATURN NOTARY PUBLIC DAVIDSON COUNTY, TENN.

C 3 6 6 8 7

IDENTIF. REFERENCE

DEC 28 1 34 PM '73

FELIX A. WILKINSON REGISTER
DAVIDSON COUNTY, TENN.

DEC28	CONV	70,000.00			
DEC28	MORT'G	60,000.00			
DEC28	S'TAX		A*	182.00	
DEC28	S'TAX		A*	58.00	
DEC28	PR'FEE		A*	.50	
DEC28	W'DEED		A*	6.00	* 246.50