Installment Deed

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ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP PARCEL NUMBERS
James Alvin Crossman (NAME)	Same (NAME)	92-16-130
720 Ewing Avenue (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	92-16-131
Nashville, Tenn. 37203 (CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of FIFTY THOUSAND AND NO/100---------- ----------($50,000.00)----------*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* FORTY THOUSAND AND NO/100-- ----------($40,000.00)----------*Dollars,*

James Alvin Crossman and wife, Mary B. Crossman, *have executed* an installment deed note in the principal amount of $40,000.00 payable to First Peoples Bank and Charles R. Smathers, II, both parties being trustees under the will of Charles R. Smathers, deceased. Said note being payable in 180 equal monthly installments of $405.71, with the first installment being due and payable 30 days from even date, and on the same date of each succeeding month thereafter a like amount until the entire amount, both principal and interest, has been paid in full. Said note bears interest at the rate of 9% per annum and monthly payments include interest.

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, First Peoples Bank, formerly The Peoples Bank, a Tennessee corporation, and Charles R. Smathers, II, both parties being trustees under the will of Charles R. Smathers, deceased,

have this day bargained and sold, and do hereby transfer and convey unto the said

James Alvin Crossman and wife, Mary B. Crossman,

their ~~executors~~, *heirs and assigns,*

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

Two tracts of land in Davidson County, Tennessee, described as follows:

Tract No. I: Being part of Lot No. 146 shown on the map of a subdivision of the Boyd Home Tract, as of record in Book 57, page 154, Register's Office for said County, and described as follows:

Beginning at a point on the easterly side of Lyle Avenue, 42 feet south of the southwest corner of Lot 15 as shown on said plan; thence easterly parallel to the south line of Lot 15, 118 feet to a point at the west margin of a 12-foot alley; thence along the margin of said alley southerly 56.6 feet to a point 41.3 north of the north margin of a 12 foot alley; thence westerly parallel to the first above mentioned line, 118 feet to the easterly margin of Lyle Avenue; thence with said avenue

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

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $50,000.00 including personal property

Subscribed and sworn to before me, this the 18th day of June 1974

James Alvin Crossman
Affiant

My commission expires: 4-26-76
(Affix Seal)

Richard C. Saindon
Notary Public

northerly 56.6 feet to the beginning.

Tract No. II: Being part of Lot No. 146 on the Map of a subdivision of the Boyd Home Tract, as of record in Book 57, page 154, Register's Office for said County, and described as follows:

Beginning at a point on the easterly margin of Lyle Avenue, 160 feet north of the northeast corner of said Avenue and Broadway; thence with said Avenue northerly 66.9 feet; thence at right angles to said avenue easterly 118 feet to the westerly margin of an alley; thence with said alley southerly 41.3 feet to a turn in said alley; thence with the northerly margin of said alley, westerly 120.5 feet to the beginning.

Being the same property conveyed to The Peoples Bank, a Tennessee corporation, and Charles R. Smathers, II, both parties being Trustees of the will of Charles R. Smathers, deceased, by deed from Lyle Realty Company, a Tennessee Corporation, of record in Book 3673, page 562, 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 James Alvin Crossman and wife, Mary B. Crossman, 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* our successors and assigns ~~heirs and representatives~~, *to warrant and forever defend the title to said real estate to said* James Alvin Crossman and wife, Mary B. Crossman, 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 James Alvin Crossman and wife, Mary B. Crossman, *hereinafter referred to as trustors, hereby transfer and convey unto* Dewey W. Pedigo, *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 $ 40,000.00, *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.

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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 20th *day of* June, *19* 74.

James Alvin Crossman
James Alvin Crossman

Mary B. Crossman
Mary B. Crossman

TRUSTEES OF THE WILL OF CHARLES R. SMATHERS, DECEASED

First Peoples Bank (formerly The Peoples Bank)

By: Orval Snyder
President and Trust Officer

Charles R. Smathers, II
Charles R. Smathers, II, Trustee

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Richard C. Maddux, *a Notary Public in and for said County and State,* James Alvin Crossman and wife, Mary B. Crossman,

*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* 20th *day of* June, *19* 74.

Richard C. Maddux
Notary Public

RICHARD C. MADDUX * NOTARY PUBLIC * DAVIDSON COUNTY

Commission expires 4-26-76

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STATE OF FLORIDA }
COUNTY OF [illegible] }

Personally appeared before me, [illegible], *a Notary Public in and for said County and State,* Charles R. Smathers, II, Trustee,

the within named bargainor, with whom I am personally acquainted, and who acknowledged that he as Co-Trustee *executed the within instrument for the purposes therein contained.*

Witness my hand and official seal at Florida, *this* 16 *day of* May June *19*74.

[illegible] *Notary Public*

Commission expires NOTARY PUBLIC STATE OF FLORIDA AT LARGE MY COMMISSION EXPIRES MAR. 11, 1975 GENERAL INSURANCE UNDERWRITERS INC.

STATE OF TENNESSEE }
COUNTY OF ~~DAVIDSON~~ [illegible] }

Before me, [illegible], *a Notary Public of the State and County aforesaid, personally appeared* [illegible], *with whom I am personally acquainted, and who, upon oath, acknowledged* him *self to be* President and Trust Officer *of the* First Peoples Bank, Co-Trustee of the will of Charles R. Smathers, deceased, *the within named bargainor, a corporation, and that* he as such President and Trust Officer, *being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by* himself as President and Trust Officer.

Witness my hand and seal, at office in Johnson City, Tennessee, *this* 17th *day of* ~~May~~ June, *19*74.

[illegible] *Notary Public*

Commission expires 12-22-75

INSTALLMENT DEED

FROM

FIRST PEOPLES BANK AND CHARLES R. SMATHERS, II, CO-TRUSTEES

TO

JAMES ALVIN CROSSMAN, ET UX

JUN 21 74 CONV 50,000.00
JUN 21 74 MORT'G 40,000.00
JUN 21 74 S'TAX A* 130.00
JUN 21 74 S'TAX A* 38.00
JUN 21 74 PR'FEE A* .50
JUN 21 74 W'DEED A* 8.00 * 176.50

MAIL TO
FOUR-JORDAN CO. INC.
3815 CLEGHORN AVE.
NASHVILLE, TENN. 37215

C 5 9 8 1 0

IDENTIF. REFER.

JUN 21 8 11

FELIX Z. [illegible]
DAVIDSON COUNTY, TENN.

Chicago Title Insurance Company
First American Center — Phone 255-1631
NASHVILLE, TENNESSEE 37238

PEDIGO & SAINDON