BOOK 4838 PAGE 506

Installment Deed

This instrument was prepared by
GRISSIM AND SHORT, Attorneys
Court Square Building
Nashville, Tennessee

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
James Alvin Crossman et ux (NAME:)	Home Federal Savings & Loan Association (NAME:)	Map 104-5
4200 Estes Road (STREET ADDRESS OR ROUTE NUMBER)	L & C Tower (STREET ADDRESS)	Parcel 355
Nashville, Tenn. 37215 (CITY) (P. O. ZONE) (STATE)	Nashville, Tenn. 37219 (CITY) (ZONE) (STATE)	26 W 01420

FOR AND IN CONSIDERATION of the sum of Thirty two Thousand, Five Hundred and no/100 ($32,500.00) ---------- *Dollars,*

of which One Hundred Eleven and 55/100 ($111.55) ---------- ---------- *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder Thirty Two Thousand, Three Hundred Eighty-Eight and 45/100 ($32,388.45) ---------- *Dollars,*

James Alvin Crossman and wife Mary B. Crossman,

agreed to *have* ~~executed~~

assume the balance of a note in the original amount of $22,500.00 secured by a Deed of Trust of record in Book 4796, page 320, Register's Office for Davidson County, Tennessee, and have executed an Installment Deed note of even date, payable to Horace U. Henley and wife Betty G. Henley in the amount of $10,000.00, payable at the rate of $101.43 per month, beginning on the First day of September, 1974, and continuing with a like amount on the same day of each suceeding month for a total of 180 payments, said payments to include interest at the rate of 9 percent per annum,

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, I, Horace U. Henley

have this day bargained and sold, and do hereby transfer and convey unto the said James Alvin Crossman and wife Mary B. Crossman

their *(successors), heirs and assigns,*

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

Land in Davidson County, Tennessee, being the southwesterly part of Lot No. 269 on the Map of Richland Realty Company's Second Subdivision, Division "B" as of record in Book 332, pages 92 and 174, Register's Office for said County, described as follows:

Beginning on northerly margin of Central Avenue at the southwest corner of the property conveyed to Union Development Company, by deed from Horace J. Allen and wife, of record in Book 2400, page 426, said Register's Office, said point being 50 feet west of the westerly margin of Park Circle; thence with the northerly margin of Central Avenue westwardly 50 feet to the corner of Lots No. 268 and 269; thence with the line between said two lots, northwardly 146 feet to a point 43 feet south of the southerly line of Lot No. 270; thence eastwardly 51 feet, more or less, to the northwest corner of said development Company's property; thence with the easterly line of said development Company's property southwardly 138 feet to the beginning, together with a 9 foot easement for the ingress and egress to property across the northerly portion of adjacent property to the east, as shown in deed of record in Book 2400, page 426, said Register's Office.

Being the same property conveyed to Horace U. Henley and James E. White as tenants in common, by deed from Mazie Mullins, unmarried, of record (description cont'd)

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ 32,500.00

Affiant

Subscribed and sworn to before me, this the 30th day of July, 1974

My commission expires: NOTARY PUBLIC COMMISSION EXPIRES, SEPTEMBER 5TH 1976

(description continued)

in Book 4059, page 920, said Register's Office, and subsequently conveyed in fee simple to Horace U. Henley by deed from James E. White of record in Book 4206, page 329, said Register's Office.

Betty G. Henley, the wife of Horace U. Henley, joins in this conveyance for the sole purpose of releasing any and all rights of dower and homestead she may have in this property, but no further or otherwise.

unimproved ( )
This is improved (X) property, known as 3502 Central Avenue, Nashville, Tennessee
(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.* I *covenant that* I am *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 of record.

I *further covenant and bind* myself, my *heirs and representatives, to warrant and forever defend the title to said real estate to said* James Alvin Crossman and wife Mary B. Crossman *(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* Hunter Short, *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 25th *day of* July, *19* 74.

Horace U. Henley

Horace U. Henley

Betty G. Henley

Betty G. Henley

James Alvin Crossman

James Alvin Crossman

Mary B. Crossman

Mary B. Crossman

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Teresa Gail Davis, *a Notary Public in and for said County and State,* Horace U. Henley, Betty G. Henley, James Alvin Crossman and Mary B. Crossman

the within named bargainorS, 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* 25 *day of* July, *19* 74

TERESA GAIL DAVIS NOTARY PUBLIC DAVID. TENN.

Teresa Gail Davis *Notary Public*

Commission expires COMMISSION EXPIRES SEPTEMBER 5TH 1976

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 corporation by .....*self as*.....

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

.....*Notary Public*
Commission expires.....

JUL 29 74	CONV	32,500.00				
JUL 29 74	MORT'G	10,000.00				
JUL 29 74	S'TAX		A*	84.50		
JUL 29 74	S'TAX		A*	8.00		
JUL 29 74	PR'FEE		A*	.50		
JUL 29 74	W'DEED		A*	8.00	*	101.00

INSTALLMENT DEED

FROM

HORACE U. HENLEY

TO

JAMES ALVIN CROSSMAN et ux

C 6 4 9 9 2

IDENTIF. REFERENCE

JUL 29 11 41 AM '74

FELIX Z. WILSON REGISTER
DAVIDSON COUNTY, TENN.

CHICAGO TITLE INSURANCE COMPANY

American Trust Building
S. W. Cor. Third & Union
NASHVILLE, TENNESSEE