This instrument prepared by:
Don L. Smith, Attorney
American Trust Building
Nashville, Tennessee 37201

Installment Deed

BOOK 4904 PAGE 691

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Bill Crook Enterprises	Same	
(NAME:)	(NAME:)	53-12
3323 Hadley Avenue		
(STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	209 Pt
Old Hickory, Tn.		
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of Eighty-Five Thousand and no/100----- ($85,000.00)----------*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* Seventy-Five Thousand and no/100 ($75,000.00)----------*Dollars,* Bill Crook Enterprises *has executed* two (2) promissory notes of even date herewith, with the first being in the original principal amount of Sixty-Three Thousand ($63,000.00) Dollars payable to the order of Jack Ham, payable in 114 monthly installments of principal and interest, the first six of which shall each be in the amount of One Thousand Five Hundred Twenty-Eight and 80/100 ($1,528.80) Dollars and the remaining 108 installments shall each be in the amount of Seven Hundred Sixty-Four and 40/100 ($764.40) Dollars. All of such installments are inclusive of principal and interest at the rate of 8% per annum; and the second note being in the original principal amount of Twelve Thousand ($12,000.00) Dollars and payable to the order of Jack Ham Construction Co., Inc., payable in 114 monthly installments of principal and interest, the first six of which shall each be in the amount of Two Hundred Ninety-One and 20/100 ($291.20) Dollars and the remaining 108 installments shall each be in the amount of One Hundred Forty-Five and 60/100 ($145.60) Dollars. All of such installments are inclusive of principal and interest at the rate of 8% per annum. The notes may be prepaid pursuant to the terms thereof *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,* Jack Ham Construction Co., Inc. and Jack Ham, individually, as their interests appear, *have this day bargained and sold, and do hereby transfer and convey unto the said* Bill Crook Enterprises, its successors *(successors), heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:*

Land in Davidson County, State of Tennessee, being part of Lot No. 23, on Section II, Life & Casualty Insurance Company's subdivision, as of record in Book 843, page 56, Register's Office for said County, and described as follows:

Beginning at a point in the dividing line between Lots Nos. 22 and 23, 150 feet from the margin of Old Hickory Boulevard; thence, along the dividing line between said lots, North 41° 30' East 375 feet to the corner of Lots Nos. 3 and 23; thence, along the line between said lots, North 48° 29' West 240 feet to a point; thence, South 41° 31' West 525 feet to the margin of Old Hickory Boulevard; thence, with the margin of the same, South 48° 29' East 100 feet to a point; thence leaving said Old Hickory Boulevard, North 41° 31' East 150 feet to a point; thence South 48° 29' East 140 feet to the point of beginning.

Being the same property conveyed to Jack Ham Construction Company, Incorporated, by deed from O. N. McClung and wife, of record in Book 3032, page 373, Register's Office for said County.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ 85,000.00

Affiant

Subscribed and sworn to before me, this the 14 day of April, 1975

Notary Public

My commission expires November 23, 1977

This conveyance is subject to an easement conveyed to Bennie C. McClung and wife, by instrument of record in Book 2699, page 527, Register's Office for Davidson County, Tennessee.

This is improved (X) 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 Bill Crook Enterprises, its successors *(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.* except for 1975 taxes which have been pro rated and assumed by the Grantee and as otherwise noted herein.

We *further covenant and bind* ourselves, our successors, *heirs and representatives, to warrant and forever defend the title to said real estate to said* Bill Crook Enterprises, its successors *(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 Bill Crook Enterprises *hereinafter referred to as trustors, hereby transfer and convey unto* James M. Doran, Jr. *, 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 4th *day of* April, *19*75.

Co. $5,000.00
Nity 75.000.00
St. 221.00
St 13.00
R. Fee .50
W. Deed 8.00
Total 302.50

JACK HAM CONSTRUCTION CO., INC.

By: Jack Ham

JACK HAM, Individually

Jack Ham

BILL CROOK ENTERPRISES

By: William E. Crook

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Reed P. Smith, *a Notary Public in and for said County and State,* Jack Ham

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

Witness my hand and official seal at Nashville, Tennessee *this* 11th *day of* April, *19*75.

Reed P. Smith
Notary Public

My Commission Expires November 23, 1977

Commission expires.....

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STATE OF Texas }
COUNTY OF Davidson }

Personally appeared before me, Thomas O Binkley, *a Notary Public in and for said County and State,* William E Crook d/b/a Bill Crook Enterprises *the within named bargainor,* , *with whom I am personally acquainted, and who acknowledged that* he *executed the within instrument for the purposes therein contained.*

Witness my hand and official seal at Nashville, *this* 11th *day of* April, *19* 75.

Thomas O Binkley *Notary Public*

Commission expires 23 July 1977

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Before me, Ruth P. Smith, *a Notary Public of the State and County aforesaid, personally appeared* Jack Ham, *with whom I am personally acquainted, and who, upon oath, acknowledged* him *self to be* president *of the* Jack Ham Construction Co., 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* himself *as* .

Witness my hand and seal, at office in Nashville, Tennessee, *this* 11th *day of* April, *19* 75

Ruth P. Smith *Notary Public*

Commission expires Commission Expires November 23, 1977

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 himself to be _____ of Bill Crook Enterprises, 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 himself as _____.

Witness my hand and seal, at office in _____, this 11th day of April, 1975.

_____
Notary Public

My Commission Expires:

INSTALLMENT DEED

FROM

TO

C 94533

IDENTIF. REFERENCE

APR 16 4 16 PM '75

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

CHICAGO TITLE INSURANCE COMPANY
American Trust Building
S. W. Cor. Third & Union
NASHVILLE, TENNESSEE