This Instrument Was Prepared BY Phillips Saindon of The Law Firm Pedigo & Saindon; Stahlman Building, Nashville, Tennessee

Installment Deed

BOOK 4567 PAGE 155

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP PARCEL NUMBERS
Charles E.Abel, Etal.	Same	Map 133-2
(NAME:)	(NAME)	
300 Antioch Pike		Par 114 & 115
(STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	6DA-28181 & 6DA-28182
Nashville, Tenn. 37211		
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of THIRTY-FIVE THOUSAND AND NO/100---- ($35,000.00)---------- *Dollars,*

of which FIVE THOUSAND AND NO/100 ($5,000.00)---------- ---------- *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder THIRTY THOUSAND AND NO/100 ($30,000.00)---------- *Dollars,*

Charles E. Abel and Leonia Essie Abel

have executed

an installment deed note in the principal amount of $30,000.00 payable to the order of Harding Crews and wife, Alberta Crews. Said note being payable in 300 equal monthly installments of $241.58 each, with the first installment being due and payable December 1, 1975 and thereafter on the same day of each succeeding month, alike amount is due and payable until the entire amount, both principal and interest have been paid in full. Said note bears interest at the rate of 8-1/2% per annum and interest is included in said installments.

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,

Harding Crews and wife, Alberta Crews

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

Charles E. Abel and Leonia Essie Abel

their (XXXXXXX), *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. 1: Being part of Lot No. 7 on the Plan of the subdivision of the real estate of Hinchey Petway, deceased, as of record in Minute Book 1, page 442, Chancery Court at Nashville, being Lot No. 13 on the unrecorded map of A. C. Roth's Subdivision, described according to a survey made May 3, 1940, by Z. J. Wilkinson, Surveyor, as follows:

Beginning at a point on the northerly margin of Antioch Pike 465 feet east of the easterly margin of McComb Avenue, formerly Stewart Street; thence northwardly and parallel with the easterly margin of McComb Avenue 160.3 feet; thence eastwardly 50 feet to a point in the northwest corner of Lot No. 12 in said unrecorded plan; thence southwardly, with the line between Lots Nos. 12 and 13, 161.2 feet to the northerly margin of Antioch Pike, the southwest corner of Lot No. 12; thence with the northerly margin of said Pike, westwardly 50 feet to the point of beginning.

TRACT NO. 2: Being part of Lot No. 7 on the Plan of the subdivision of the real estate of Hinchey Petway, deceased, as of record in Minute Book I, page 442, Chancery Court at Nashville, being Lot No. 12 and the westerly

Continued....

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $35,000.00

Subscribed and sworn to before me, this the 29th day of October 1975

Affiant

My commission expires: Dec. 3 1978 (Affix Seal)

Notary Public

NOTARY PUBLIC DAVIDSON COUNTY

one-half of Lot 11 on the unrecorded map of A. C. Roth's Subdivision, described according to a survey made by Z. J. Wilkinson, Surveyor, May 3, 1940, as follows:

Beginning at a point on the northerly margin of Anitoch Pike 515 feet east of the easterly margin of McComb Avenue, formerly Stewart Street; thence northwardly, and parallel with the easterly margin of McComb Avenue, 161.2 feet; thence eastwardly 75 feet to a point in the center of Lot No. 11 in said unrecorded plan; thence southwardly with the center line of Lot No. 11, 163 feet, more or less, to the northerly margin of Antioch Pike;thence with the northerly margin of said pike westwardly 75 feet to the point of beginning.

Being the same property conveyed to Harding Crews and wife, Alberta Crews by deed from R. W. Pettigrew and wife, Bell H. Pettigrew of record in Book 3217, page 516, Register's Office for Davidson County, Tennessee.

Included in the above described property but to be excluded therefrom is the following described property:

A strip or parcel of land in the 30th Councilmanic District of Metropolitan Government of Nashville & Davidson County, Tennessee, being part of Lot No. 7 on the plan of the Subdivision of the real estate of Hinchey Petway, deceased, as of record in Minute Book 1, page 442, Chancery Court at Nashville, being part of Lot No. 13 on the unrecorded map of A. C. Roth's Subdivision and described as follows:

Beginning at a point on the present northerly margin of Antioch Pike 465 feet east of the easterly margin of McCombs Avenue, formerly Stewart Street; thence north 2° 43' east 11.94 feet to a point on the new relocated northerly margin of Antioch Pike; thence south 85° 29' 51" east 125.06 feet along the new relocated northerly margin of Antioch Pike the same being parallel to and 30 feet from the new relocated centerline of Antioch Pike to a point in the center of Lot No. 11 on said unrecorded plan; thence south 2° 43' west 8.04 feet with the centerline of Lot No. 11 to the present northerly margin of Antioch Pike; thence with the present northerly margin of said Pike, westwardly 125 feet to the point of beginning.

Being the property transferred to the Metropolitan Government of Nashville and Davidson County, Tennessee from Harding Crews and wife, Alberta Crews as of record in Book 4415, page 904, Register's Office for Davidson County, Tennessee.

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unimproved ( )
This is improved (X) property, known as 300 Antioch Pike Nashville Tenn 37211
(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 Charles E. Abel and Leonia Essie Abel 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* Charles E. Abel and Leonia Essie Abel, 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 Charles E. Abel and Leonia Essie Abel *hereinafter referred to as trustors, hereby transfer and convey unto* Phillip Saindon, *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 29th *day of* October, *19* 75

Charles E. Abel

Leonia Essie Abel

Alberta Creus

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Mary B. Kilpatrick, *a Notary Public in and for said County and State,* Charles E. Abel and Leonia Essie Abel, *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* 29th *day of* October, *19* 75

Mary B. Kilpatrick *Notary Public*

NOTARY PUBLIC DAVIDSON CO. TENN.

Commission expires Dec. 3, 1978

STATE OF TENNESSEE }
COUNTY OF LAWRENCE }

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Personally appeared before me, the undersigned, *a Notary Public in and for said County and State,* Harding Crews and wife, Alberta Crews

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 Lawrenceburg, Tennessee
this 30th *day of* October, *19*75

Annette Yarbrough *Notary Public*

Commission expires 1-20-79

NOV-3RD CONV 35,000.00
NOV-3RD MORT'G 30,000.00
NOV-3RD S'TAX A* 91.00
NOV-3RD S'TAX A* 28.00
NOV-3RD PR'FEE A* .50
NOV-3RD WDEED A* 10.00 * 129.50

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 .....

INSTALLMENT DEED

FROM

HARDING CREWS, ET UX

TO

CHARLES E. ABEL, ET AL

OAKES AND SMITH REALTY CO., INC.

D 22538

IDENT'F. REFERENCE

Nov 3 8 39 AM '75

FELIX A. WILSON, REGISTER
DAVIDSON COUNTY, TENN.

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

PEDIGO & SAINDON