5005 PAGE 302

This Form furnished by Attorneys Title Company, Inc.

INSTALLMENT DEED Form No. WD-4

FROM

Houston T. Ezell and
Charles D. Whorley

TO

Garlon Crossno and wife,
Carolyn Crossno

For draftsman's use

This instrument was prepared by
Jno. B. Cobb, Jr., Attorney at Law
Stahlman Building, Nashville, Tenn.

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Garlon Crossno (NAME)	Garlon Crossno (NAME)	MAP 126
1044 Chapel Rd. (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	P/o PAR. 15
Nashville, Tennessee (CITY) (STATE) (P. O. ZIP)	Nashville, Tennessee (CITY) (STATE) (ZIP)	M.P

(FOR REGISTER'S USE)

D 4 0 0 5 2

IDENTIF. REFERENCE

MAR 15 9 40 AM '76

FELIX REGISTER
DAVIDSON COUNTY, TENN.

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS

$ 42,875.00 Houston T. Ezell
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 13th DAY OF March 19 76

Mrs Carylon S Snyder
Notary Public

MY COMMISSION EXPIRES: 3-28-77

(AFFIX SEAL)

FOR AND IN CONSIDERATION OF the sum of Forty Two Thousand Eight Hundred Seventy Five and No/100 ($42,875.00) DOLLARS of which $ 4,875.00 has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantees have executed their one note of even date herewith in the original principal amount of $38,000.00, payable to the order of Houston T. Ezell and Charles D. Whorley in 10 annual installments of $5,536.22 each, the first of which is due and payable on the 13th day of March, 1977, and thereafter a like amount on the 13th day of each succeeding March, with the final and last installment becoming due and payable on the 13th day of March, 1986. The installments include interest at the rate of 7-1/2% per annum, said payments to be applied first to interest and balance to principal until the entire amount, both principal and interest, shall have been paid in full, all in accordance with the terms and conditions as set out in said note,

and providing for payment of attorney's fees, and to secure the payment of said note or notes, principal and interest, and attorney's fees, a lien is expressly retained on the land herein conveyed,

Houston T. Ezell and Charles D. Whorley

hereinafter called the grantors, have this day bargained and sold, and do hereby transfer and convey unto

Garlon Crossno and wife, Carolyn Crossno

and Cheatham

herein called grantees their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Land lying partly in the 35th Councilmanic District of Davidson County, Tennessee, and partly in the 1st Civil District of Cheatham County, Tennessee, described according to a survey made by J. L. Murphy, Jr., Registered Land Surveyor, dated March, 1976, as follows:

Beginning at an iron pin in the easterly line of Dreamland Estates, Unit No. 2, as of record in Book 109, page 429, Register's Office for Cheatham County, Tennessee, said point also being the northeasterly corner of Lot No. 106, and the southeasterly terminus of a Dedicated Street, as shown on said plan; thence North 59° 12' 03" East 1268.73 feet to an iron pin; thence South 69° 40' 59" East 1451.84 feet to an iron pin located in the westerly margin of Old Charlotte Pike; thence with the said margin of said pike South 20° 23' 52" West 525.0 feet to an iron pin, said iron pin being located at the northeasterly front corner of property conveyed to Harold Reynolds by deed of record in Book _____, page _____, Register's Office for Davidson County, Tennessee; thence with Reynold's northerly line North 86° 38' 13" West 626.20 feet to an iron pin, Reynold's northwesterly rear corner; thence with Reynolds rear line and partially with a fence, South 12° 11' 43" West 300.0 feet to an iron pin; thence continuing with said fence, South 5° 23' 39" West 150.00 feet to an iron pin placed in the northerly line of the Crossno lands; thence continuing with a fence, and with Crossno's northerly line North 86° 41' 13" West 337.7 feet to an iron pin placed at a fence corner and also being the northeasterly corner of the Givens lands; thence with Given's northerly line North 81° 58' 58" West 1191.53 feet to an existing iron pipe located at the northeasterly rear corner of Lot 104 and the southeasterly rear corner of Lot No. 105 as shown on the hereinabove mentioned plan; thence with the rear line of Lot 105, North 28° 25' East 286.91 feet to an existing iron pipe located at the northeasterly rear corner of Lot 105 and the southeasterly rear corner of Lot 106; thence with the rear line of Lot 106, North 30° 34' West 364.5 feet to the point of beginning, and containing 49.18 acres, more or less.

BEING part of the same property conveyed to Houston T. Ezell and Charles D. Whorley, by deed from Emily B. Levy, of record in Book 2650, page 158, Register's Office for Davidson County, Tennessee.

This conveyance is made subject to an easement for ingress and egress extending along the westerly rear line and described as follows:

Beginning at an iron pin in the easterly line of Dreamland Estates, Unit No. 2, as of record in Book 109, page 429, Register's Office for Cheatham County, Tennessee, said point also being the northeasterly corner of Lot No. 106, and the southeasterly terminus of a Dedicated Street, as shown on said plan; thence North 59° 12' 03" East 50 feet to a point; thence South 30° 34' East 364.5 feet, more or less, to a point; thence South 28° 25' West 286.91 feet more or less, to a point in the northerly line of the Givens Lands; thence with Givens northerly line and in a westerly direction 50 feet to an existing iron pipe placed at the northeast corner of Lot 104 and the southeast corner of Lot 105, as shown on the Plan of Dreamland Estates, of record in Book 109, page 429, Register's Office for said County; thence with the rear line of Lot 105, North 28° 25' East 286.91 feet to an existing iron pipe located at the northeasterly rear corner of Lot 105 and the southeasterly rear corner of Lot 106; thence with the rear line of Lot 106, North 30° 34' West 364.5 feet to the point of beginning.

Said Easement having been granted to Mitchell Givens and wife, Mary B. Givens, by instrument of record in Book 5005, page 300, Register's Office for Davidson County, Tennessee.

TO HAVE AND TO HOLD the said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said grantees, their 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 the said real estate to said grantees, their 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 notes, and rendering unnecessary court proceedings for the enforcement of said lien in the event of the non-payment of said notes, as they mature, as hereinafter provided, and for the consideration of one dollar, to us in hand paid, we, the said grantees herein do hereby transfer and convey unto Jno. B. Cobb, Jr., Trustee, his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title and interest thereto belonging, for the purposes aforesaid, only. We, the said grantees do hereby 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 at least the sum of $insurable value the notes herein secured are 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 and holder of said notes, as his interest may appear. We further agree to keep the improvements on said property in good repair and preservation, and to pay all taxes and assessments thereon, and to pay them when due; and in case we fail to do either, then the said Trustee, or the lawful owner and holder of said notes, or any of them, may do any or all of these things, and charge and treat the sum or sums so expended as part of the indebtedness secured therein, the same to bear interest from the date of such payment. Now, if we, the said grantees, shall pay the notes aforesaid when due, according to their terms, and pay taxes, keep up repairs, and keep said premises insured, as aforesaid, then this trust conveyance shall be of no further force or effect. But if we fail to pay any one of said notes or part thereof, promptly at maturity or if, failing to pay taxes, keep up repairs or keep said premises insured as herein provided; we fail to reimburse the Trustee or lawful owner and holder of said notes for all sums, with interest, so expended by said Trustee, or lawful owner and holder of said notes, 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 notes, or any of said notes then past due and unpaid, all remaining unpaid notes 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 conveyance. We agree that the Trustee, may at any time, after default in the payment of any one of said notes, enter and take possession of said property, and shall only account for the net rents actually received by him. We further agree 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 advise 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 notes 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 the grantees herein, their heirs, 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 lien notes, or, if more than one, then of the first-maturing unpaid note, 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 said Trustee shall be vested in said successor.

Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

Said trustee shall execute this trust without being required to give bond, and he shall not be required to file any account or settlement in relation to his trusteeship.

IN WITNESS WHEREOF, we, the said grantors and grantees, have hereunto set our hands this the 13th day of March 19 76

Garlon Crossno
Garlon Crossno

Houston T. Ezell
Houston T. Ezell

Carolyn Crossno
Carolyn Crossno

Charles D. Whorley
Charles D. Whorley

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Houston T. Ezell and Charles D. Whorley and Garlon Crossno and wife, Carolyn Crossno the 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 13th day of March, 19 76

Mrs. Douglas L. Sanders, Notary Public.

DOUGLAS L. SANDERS NOTARY PUBLIC DAVIDSON CO. TENN.

Commission expires 8/8/77

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Before me, MAR15 CONV 42,875.00, a Notary Public of the State and
MAR15 MORTG 38,000.00
County aforesaid, personally appeared MAR15 STAX B* 111.54,
with whom I am personally acquainted and who, upon oath, acknowledged MAR15 STAX B* 36.00 to be
of the MAR15 PRFEE B* .50,
MAR15 WDEED B* 6.00 * 154.04
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