BOOK 5055 PAGE 85

THIS INSTRUMENT WAS PREPARED BY
GAIL P. PIGG, ATTORNEY
230 FOURTH AVE., NORTH
NASHVILLE, TENNESSEE 37219

INSTALLMENT DEED

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
James Alvin Crossman and wife, Mary B. Crossman	Same	69-4
(NAME:) 4200 Estes Road	(NAME:)	#88
(STREET ADDRESS OR ROUTE NUMBER) Nashville, Tennessee	(STREET ADDRESS) .	13D,A-47665
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

For and in Consideration of the sum of Five Hundred Seventy-Six Thousand Eight Hundred Fifteen and 24/100 ($576,815.24)---------- *DOLLARS*

of which the amount of Three Hundred Eighty-Three Thousand Four Hundred Sixty-Two and 60/100 ($383,462.60) Dollars is herewith assumed, said amount payable to Home Beneficial Life Insurance Company, secured by a deed of trust of record in Book 4880, page 740, Register's Office for Davidson County, Tennessee, and for the remainder of One Hundred Ninety-Three Thousand Three Hundred Fifty-Two and 64/100 ($193,352.64) Dollars, the grantees herein have executed their joint promissory note of even date herewith payable to the grantors herein in 96 installments of Two Thousand Fourteen and 09/100 ($2,014.09) Dollars each, with the first such payment of said amount of Two Thousand Fourteen and 09/100 ($2,014.09) Dollars due September 1, 1976, and a like amount due on the first day of each month thereafter, provided however, the final payment, if not sooner made, will be paid on or before August 1, 1984, 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,

WEST HAMILTON CENTER, a Joint Venture, composed of Seventy-Forty Corporation, a Tennessee Corporation, and Southern Land Company, a Partnership composed of Ray E. Tarkington and Robert E. Townes,

---------- *have bargained and sold, and by these presents do transfer and convey unto the said* JAMES ALVIN CROSSMAN and wife, MARY B. CROSSMAN their ---------- *heirs and assigns, a certain tract or parcel of land in Davidson County, State of Tennessee, described as follows, to-wit:*

Land in Davidson County, Tennessee, being Lot No. 1 on the Plan of Hamilton Park, Section 1, as of record in Book 4595, page 12, Register's Office for said County, described as follows:

BEGINNING at a point in the easterly margin of Clarksville Highway, said point being the northwest corner of property conveyed to Mobil Oil Corporation , by deed of record in Book 4592, page 449, Register's Office for said County; thence along Mobil Oil Corporation northerly line, south 81° 15' east 150 feet to a concrete monument, Mobil's northeast corner; thence along Mobil's easterly line south 05° 31' 26" east 137.40 feet to a concrete monument in the northerly margin of West Hamilton Road; thence with same north 84° 28' 34" east 613.74 feet to a concrete monument; thence leaving said road, north 23° 46' 08" west 363.29 feet to a concrete monument; thence north 81°15' west 328.13 feet to a concrete monument; thence south 08°45' west 124.80 feet to a concrete monument; thence north 81°15' west 255 feet to a concrete monument in the easterly margin of Clarksville Highway; thence with same south 08°45' east 200 feet to the point of beginning.

Being the same property conveyed to West Hamilton Center, a joint venture, composed of Seventy-Forty Corporation, a Tennessee Corporation, and Southern Land Company, a partnership composed of Ray E. Tarkington and Robert E. Townes, by deed from Robert P. Ziegler, Trustee, dated April 25, 1973, of record in Book 4703, page 527, Register's Office for Davidson County, Tennessee.

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, except for 1976 taxes, *(see over)

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $576,815.24

Subscribed and sworn to before me, this the 1st day of August, 19 76

Affiant

My commission expires 5/6/80

(Affix Seal)

Notary Public

*Deed of trust of record in Book 4880, page 740, Assignment of Leases in Book 4880, page 746; and plan of record in Book 4595, page 12.

We further covenant and bind ourselves, our 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 as trustors, hereby transfer and convey unto Gail Pigg, 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$ 450,000.00, 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**

unimproved ( )
This is improved ( ) property, known as ..... (see attached)
(House Number) (Street) P. O. Address: (City or Town)

To Have and to Hold the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said JAMES ALVIN CROSSMAN and wife, MARY B. CROSSMAN their *heirs and assigns, forever.*

And it does *do covenant with the said* JAMES ALVIN CROSSMAN and wife, MARY B. CROSSMAN *that* it is *lawfully seized and possessed of said land in fee simple; have a good right to convey it, and the same is unencumbered.* except at set out above.

And it does *further covenant and bind* itself, its *heirs and representatives, to warrant and forever defend the title to the said land to the said* JAMES ALVIN CROSSMAN and wife, MARY B. CROSSMAN its *heirs and assigns against the lawful claims of all persons whomsoever.*

Witness our *hand* s *this* 1st *day of* August, 1976, *the corporate party, if any, having caused its name to be signed hereto by its duly authorized officers on said day and date.*

James Alvin Crossman
James Alvin Crossman

Mary B. Crossman
Mary B. Crossman

WEST HAMILTON CENTER

BY: Seventy-Forty Corporation

by: James K. Wall, President

Harold W. Fitzpatrick, Secretary

BY: Southern Land Company

by: Ray E. Tarkington
Ray E. Tarkington

**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 Ten (10%) 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 the 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 the 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.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

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Personally appeared before me, Patricia A. Burgess, a Notary Public in and for said County and State, the within named Ray E. Tarkington and Robert E. Townes

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 1st day of August, 19 76.

Patricia A. Burgess, Notary Public.

Commission Expires 5/6/80

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, Patricia A. Burgess, a Notary Public in and for said County and State, the within named James Alvin Crossman and wife, Mary B. Crossman

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, this 1st day of August, 19 76.

Patricia A. Burgess, Notary Public.

Commission Expires 5/6/80

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Before me, Patricia A. Burgess, a Notary Public of the State and County aforesaid, personally appeared James K. Wall, President ~~Harold W. Fitzpatrick, Secretary~~ with whom I am personally acquainted, and who, upon oath, acknowledged themselves ~~himself~~ to be President and Secretary of the Seventy-Forty Corporation, the within named bargainor, a corporation, and that he is such President and Secretary, being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by themselves ~~himself~~ as President and Secretary.

Witness my hand and seal, at office in Nashville, Tennessee, this 1st day of August, 19 76.

Patricia A. Burgess
Notary Public

Commission Expires 5/6/80

AUG-9??	CONV	*	~~.00~~ 576,845.24	
AUG-9??	MORT'G	*	.00 193,352.64	
AUG-9??	S'TAX		B* 1,499.68	
AUG-9??	S'TAX		B* 191.40	
AUG-9??	PR'FEE		B* .50	
AUG-9??	W'DEED		B* 10.00	* 1,701.58

INSTALLMENT **DEED**

FROM

West Hamilton Center

TO

James Alvin Crossman et ux

D 6 2 2 5 1

IDENTIF. REFERENCE

AUG 9 10 33 AM '76

FELIX [illegible] REGISTER
DAVIDSON COUNTY, TENN.

Chicago Title Insurance Company
First American Center — Phone 255-4631
NASHVILLE, TENNESSEE 37238