BOOK 5106 PAGE 651

Installment Deed

Prepared by Stanley Snodgrass Trust

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP PARCEL NUMBERS
John William Cripps (NAME:)	John William Cripps (NAME:)	Map 55
Bull Run Road (STREET ADDRESS OR ROUTE NUMBER)	Bull Run Road (STREET ADDRESS)	Lot 4
Nashville, Tennessee (CITY) (P. O. ZONE) (STATE)	Nashville, Tennessee (CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of ($23,375.00) Twenty three Thousand Three Hundred Seventy-five and 00/100------- Dollars, of which Two Thousand Seventy-five and 00/100 ($2075.00) ..... Dollars, has been paid in cash, the receipt of which is hereby acknowledged, and for the remainder Twenty-one Thousand Three Hundred and 00/100 ($21,300.00) ..... Dollars,

John William Cripps and wife, Lolita Lois Cripps have executed an Installment Note of even date herewith in the principal sum of Twenty-One Thousand Three Hundred ($21,300.00) Dollars payable to H. Raymond Ligon and Matha Finch, Trustees for Memorial Care Fund Trust and payable in two hundred forty (240) monthly installments of $ 195.25 each, the first installment being due and payable on February 1, 1977.

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, H. Raymond Ligon and Matha Finch, Trustees of Memorial Care Fund Trust have this day bargained and sold, and do hereby transfer and convey unto the said John William Cripps and wife, Lolita Lois Cripps (successors), heirs and assigns, certain real estate in Davidson-Cheatham County, Tennessee, as follows:

Land in the 13th Civil District of Davidson County, Tennessee and Cheatham County, Tennessee, being Tract No. 4 on Bull Run Road as described in the survey by Richardson-Morris Co., Surveyors, dated November 7, 1972, as follows:

Beginning at a point in the westerly margin of Bull Run Road 570 feet south of the southeast corner of the Mildred E. Cantrell property; thence N 53° 20' W, 1400 feet; thence N 21° 40' E, 190 feet; thence N 22° 17' W, 2077.21 feet; thence N 85° 32' W., 850 feet; thence S 10° 00' W, 184.90 feet; thence S 31° 57' E., 2752.92 feet; thence N 21° 40' E, 190 feet; thence S 53° 20' E, 1400 feet to a point in the westerly margin of Bull Run Road; thence northerly along the westerly margin of said Bull Run Road, 190 feet to the point of beginning and containing 42.64 acres, more or less.

Being the same property conveyed to said Trustees of Memorial Care Fund Trust by Deed from S. Ralph Gordon, Trustee of Record in Book _____, Page _____, Register's Office of Davidson County, Tennessee and/or. (See below)

STATE OF TENNESSEE
COUNTY OF _____

The actual consideration or value whichever is greater, for this transfer is $ 23,375.00

Affiant

Subscribed and sworn to before me, this the _____ day of _____, 19__

Notary Public

My commission expires: _____ (Affix Seal)

This is improved ( ) unimproved (X) property, known as Lot 4, Bull Run Road, Nashville, Tennessee (House Number) (Street) P. O. Address: (City)

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said John William Cripps and wife, Lolita Lois Cripps, their (successors), heirs and assigns forever. and 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 in our capacity as Trustees and our Successors ~~XXXXXXXXXXXX~~, to warrant and forever defend the title to said real estate to said Grantees (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 John William Cripps and wife, Lolita Lois Cripps hereinafter referred to as trustors, hereby transfer and convey unto S. T. Snodgrass, 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.

Book _____, Page _____, Register's Office of Cheatham County, Tennessee.

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 _____ *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 Registers Office for _____ *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.

Witness my hand this 14 *day of* January, *1977, the corporate party, if any, having caused its name to be signed hereto by its duly authorized officers on said day and date.*

X H. Raymond Ligon

Matha Finch

Trustees

THIS INSTRUMENT WAS PREPARED BY:

STATE OF TENNESSEE
COUNTY OF Davidson

Personally appeared before me, Carolyn Bowman, *a Notary Public in and for said County and State,* H. Raymond Ligon and Matha Finch, Trustees of Memorial Care Fund Trust

*the within named bargainor*s, *with whom I am personally acquainted, and who acknowledged that* they, as such Trustees *executed the within instrument for the purposes therein contained.*

Witness my hand and official seal at Nashville, *Tennessee, this* 14 *day of* January, *19*77.

CAROLYN BOWMAN NOTARY PUBLIC DAVIDSON COUNTY

Notary Public

Commission expires May 7, 1980

STATE OF TENNESSEE
COUNTY OF Davidson

Before me, Carolyn Bowman, *a Notary Public of the State and County aforesaid, personally appeared* John William Cripps and wife, Lolita Lois Cripps *with whom I am personally acquainted, and who, upon oath, acknowledged* that they *the* ~~within named bargainor~~ *executed the foregoing instrument for the purpose therein contained.*

CAROLYN BOWMAN NOTARY PUBLIC DAVIDSON COUNTY

Witness my hand and seal, at office in Nashville *this* 14 *day of* January, *19*77.

Notary Public

Commission expires May 7, 1980

INSTALLMENT DEED

FROM
H. Raymond Ligon, et al
Trustees

TO
John William Cripps, et ux

TITLE INSURED BY POLICY NUMBER:

Title Associates, Inc. Livery of Seisin

Compliments of
Title Associates, Inc.

REPRESENTING
USLIFE TITLE INSURANCE
Company of New York

Schedule A (Continued)

Beginning at a point in the westerly margin of Bull Run Road 570 feet south of the southeast corner of the Mildred E. Cantrell property; thence N. 53° 20' W, 1400 feet; thence N 21° 40' E, 190 feet; thence N 22° 17' W, 2077.21 feet; thence N 85° 32' W., 850 feet; thence S 10° 00' W, 184.90 feet; thence S 31° 57' E., 2752.92 feet; thence N 21° 40'E, 190 feet; thence S. 53° 20' E, 1400 feet to a point in the westerly margin of Bull Run Road; thence northerly along the westerly margin of said Bull Run Road, 190 feet to the point of beginning and containing 42.64 acres, more or less.

Being the same property conveyed to said Trustees of Memorial Care Fund Trust by Deed from S. Ralph Gordon, Trustee of Record in Book _____, Page _____, Register's Office of Davidson County, Tennessee and in Book _____, Page _____, Register's Office of Cheatham County, Tennessee.

D8559

IDENTIF. REFERENCE

JAN 18 9 44 AM '77

FELIX A. DAVIDSON COUNTY, TENN. REGISTER

JAN 18 77	CONV	23,375.00			
JAN 18 77	MORT'G	21,300.00			
JAN 18 77	S'TAX		B*	60.84	
JAN 18 77	S'TAX		B*	19.30	
JAN 18 77	PR'FEE		B*	.50	
JAN 18 77	W'DEED		B*	6.00	* 86.64