Installment Deed

BOOK 5192 PAGE 619

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Leslie Allen Craft	Same	102413
(NAME) Rt #2 Old Nashville Rd	(NAME)	3.1
(STREET ADDRESS OR ROUTE NUMBER) Mt. Juliet 37122	(STREET ADDRESS)	
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

Mail

FOR AND IN CONSIDERATION of the sum of --Eight Thousand and 00/100 (8,000.00)---------- *Dollars,*

of which One Hundred and 00/100 (100.00)---------- *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder of Seven Thousand Nine Hundred and 00/100 (7,900.00)---------- *Dollars,*

LESLIE ALLEN CRAFT *has executed*

his promissory note of even date herewith payable to the order of Grantors in 95 monthly payments of $103.82 each, with the 96th, and final payment being for entire unpaid balance; first of said monthly payments shall be due on August 1, 1977, and on the like day of each succeeding 95 months; and payments as made shall be applied first to interest to date at the rate of 6 per cent per annum, and balance to principal;

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, FRANK H. FISK and wife, EVELYN J. FISK, *have this day bargained and sold, and do hereby transfer and convey unto the said* LESLIE ALLEN CRAFT, his *(successors), heirs and assigns,*

certain real estate in Davidson County, Tennessee, as follows:

Tract No. 1: A certain tract of land in the 8th Civil District of said County described as follows:
BEGINNING at a stake in the center of Charlotte Turnpike, said stake being 112 feet from the southeast corner of the Wilson Fisk property, and beginning at the southeast corner of the tract of land known as the white house tract devised under the will of E. B. Fisk to Vernon Fisk, running thence with the center line of said Pike North 71° 35' east, 150 feet to a point in the center of Charlotte Turnpike; said point common to the lower southwest corner of the E. B. Fisk Home Place; thence north 14° 00' West common to the lower West boundary line of the said home place, 210 feet to an inner corner of same; thence south 71° 35' west 150 feet to a stake, Vernon Fisk's corner; thence South 14° 00' East 210 feet along the East boundary line of the Vernon Fisk white house property and parallel with the easterly margin of this tract to the point of beginning, containing .72 acres, more or less, and known as the E. B. Fisk store tract.

Tract No. 2: BEGINNING in the center of Charlotte Turnpike at the southwest corner of the property conveyed to H. L. Craft and wife, by deed of record in Book 1383, page 496, Register's Office for said

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

The actual consideration or value whichever is greater, for this transfer is $ 8,000.00

Subscribed and sworn to before me, this the 2nd day of July Sept 19 77

Joseph A Craft
Affiant

My commission expires:

(Affix Seal)

Notary Public

County, and running thence with the westerly line of said tract northwardly 210 feet to a point which is the northeast corner of the 1-1/4 acre tract; thence northwardly 338 feet to a point 157 feet east of the northeast corner of the Wilson Fisk tract; thence westwardly 157 feet to the northeast corner of the Wilson Fisk Tract; thence common to the east boundary line of said Wilson Fisk property, and the meanders thereof, two courses as follows: South 1° 10' East 386 feet; thence South 14° 00' East, 16 feet to the northwest corner of the E. B. Fisk Estate (O. F. Hicks') 1-1/4 acre tract; thence north 71° 35' east 262 feet to the northeast corner of the same; thence south 14° 00' east, common to the east boundary line of the said 1-1/4 acre tract of land, 210 feet to the point of beginning.

Being the same property conveyed to Frank H. Fisk, et ux, by deed from Hugh R. Fisk, et ux, of record in Book 5043, page 544, Register's Office for Davidson County, Tennessee.

unimproved ( )
This is improved ( ) 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 Leslie Allen Craft, his ..... *(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* Leslie Allen Craft, his ..... *(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 Leslie Allen Craft ..... *hereinafter referred to as trustors, hereby transfer and convey unto* O. B. Hofstetter, 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 insurable/value ....., *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.

BOOK 5192 PAGE 621

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 14th *day of* July, *19* 77.

THIS INSTRUMENT PREPARED BY:
O. B. Hofstetter, Jr., Attorney
Home Federal Tower, 8th Floor
230 Fourth Avenue, North
Nashville, TN 37219

Frank H. Fisk

Frank H. Fisk

Evelyn J. Fisk

Evelyn J. Fisk

Leslie Allen Craft

Leslie Allen Craft

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, ..., *a Notary Public in and for said County and State,* Frank H. Fisk, Evelyn J. Fisk, and Leslie Allen Craft

*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* ..... *day of* July, *19* 77.

..... *Notary Public*

Commission expires .....

STATE OF Michigan }
COUNTY OF Macomb }

BOOK 5192 PAGE 622

Personally appeared before me, Dale G. Jarackas, *a Notary Public in and for said County and State,* Frank H. Fisk and Evelyn Fisk *the within named bargainor, 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 Warren, Michigan *this* 19 *day of* July, 1977

Commission expires April 29, 1978

Dale G. Jarackas *Notary Public*

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Before me, JACK S. DIGGER, SR, *a Notary Public of the State and County aforesaid, personally appeared* LESLIE ALLEN CRAFT *with whom I am personally acquainted, and who, upon oath, acknowledged* ~~him~~ *self to be* THE PURCHASER *of the* PROPERTY HEREIN DESCRIBED *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* ~~it~~ *self as*

Witness my hand and seal, at office in NASHVILLE TENNESSEE *this* 1ST *day of* AUGUST, 1977

Jack S. Digger, Sr. *Notary Public*

Commission expires AUGUST 13, 1980

SEP-27	CONV	*8,000.00			
SEP-27	MORT'G	*7,900.00			
SEP-27	S'TAX		B*	20.80	
SEP-27	S'TAX		B*	5.90	
SEP-27	PR'FEE		B*	.50	
SEP-27	W'DEED		B*	8.00	* 35.20

INSTALLMENT DEED

FROM

TO

E 24045

IDENTIF. REFERENCE

SEP 2 11 38 AM '77

REGISTER
DAVIDSON COUNTY, TENN.

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