BOOK 5231 PAGE 35

Installment Deed

This instrument was prepared by
GRISSIM AND SHORT, Attorneys
Court Square Building
Nashville, Tennessee

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
DAVID AUSTIN, TRUSTEE	K.K. and Associates	To be assigned
(NAME:) PO Box 23648	(NAME:) Parkway Towers	
(STREET ADDRESS OR ROUTE NUMBER) Nash Tenn 37202	(STREET ADDRESS)	
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of Seven Hundred Eighty-two Thousand and no/100 ($782,000.00) - *Dollars,*

of which Seven Thousand Five Hundred Seventy-five and 28/100 ($7,575.28) - *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder Seven Hundred Seventy-four Thousand Four Hundred Twenty-four and 72/100 ($774,424.72) - - - *Dollars,*

DAVID AUSTIN, TRUSTEE, has taken the real estate subject to a first Deed of Trust of record in Book 4728, page 236; a second Deed of ~~XXXXXXXXXX~~ Trust of record in Book 4728, page 243, Register's Office For Davidson County, Tennessee, and has executed his Installment Deed Note in the principal amount of Two Hundred Thousand ($200,000.00) Dollars with interest at the rate of eight and one-half (8½%) percent per annum, payable to the order of James A. Crossman in 84 equal monthly installments of $3168.00 per month, including principal and interest, beginning March 1, 1978;

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, PINEWOOD PROPERTIES, a Tennessee General Partnership with James A. Crossman as the sole partner and owner, has ~~this~~ day bargained and sold, and do hereby transfer and convey unto the said DAVID AUSTIN, TRUSTEE, with full power to sell, transfer, mortgage or convey without joinder of any beneficiary, his *(successors), heirs and assigns,*

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

SEE EXHIBIT "A" FOR COMPLETE DESCRIPTION

DEC-7[illegible] CONV * .80 782.000 00
DEC-7[illegible] MORT'G * .80 200 000 00
DEC-7[illegible] S'TAX B* 2,033.20
DEC-7[illegible] S'TAX B* 198.00
DEC-7[illegible] PR'FEE B* .50
DEC-7[illegible] W'DEED B* 8.00 * 2,239.70

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

The actual consideration or value whichever is greater for this transfer is $ 782,000.00

Subscribed and sworn to before me, this the 30th day of November 19 77

My commission expires: 2-4-80
(Affix Seal)

Affiant

Notary Public

NOTARY PUBLIC AT LARGE

unimproved ( )
This is improved (X) 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 David Austin, Trustee with full power to sell, transfer, mortgage or convey without joinder of any beneficiary, his *(successors), heirs and assigns forever. I covenant that I am 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 as of record.

I *further covenant and bind* myself, my *heirs and representatives, to warrant and forever defend the title to said real estate to said* David Austin, Trustee with full power, 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 David Austin, Trustee *hereinafter referred to as trustors, hereby transfer and convey unto* John P. Brown, *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 $ 782,000.00, *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 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 5231 PAGE 37

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 30th *day of* November, *19* 77.

PINEWOOD PROPERTIES, a General Partnership
wholly owned by James A. Crossman

by James A Crossman
James A. Crossman

Mary L. Crossman
Mary L. Crossman

David Austin, Trustee

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, the undersigned, *a Notary Public in and for said County and State,* James A. Crossman, Mary L. Crossman and David Austin, Trustee

*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* 30th *day of* November, *19* 77.

Theresa Mitchell
Notary Public

NOTARY PUBLIC AT LARGE STATE OF ILLINOIS

Commission expires Oct. 4, 1980

Being part of Tracts 7, 8 and 9 on the Map of G. W. Ankanbauer Estates, as divided in Chancery Court under Rule No. 65611, described according to a survey made by Turner Engineering Company, Inc., on March 25, 1966, as follows:

BEGINNING at an iron pin in the northwesterly margin of 28th Avenue, North, said pin being 284 feet southerly from the center of Clarksville Highway; thence south 34 deg. 10' west 53.60 feet to a corner post located in the northwesterly margin of said 28th Avenue North; thence North 77 deg. 03' west 804.90 feet to an iron pin; thence south 55 deg. 50' east 550.0 feet to an iron pin in the northwesterly line of the Hagey Heirs Property; thence south 34 deg. 10' west 126.50 feet to an iron pin; thence south 77 deg. 03' east with the rear line of Hagey Heirs Property 214.80 feet to the point of beginning, containing 3.87 acres, more or less.

Included in the above description but excluded herein is a strip of land in the 19th Councilmanic District of the Metropolitan Government of Nashville and Davidson County, Tennessee described according to a plan made by the State of Tennessee Department of Transportation Bureau of Highways known as Project No. 19037-2207-04 (28th Avenue North).

BEGINNING at a point where the property line between C. A. Waterston and John P. Brown, Jr., intersects the present West margin of 28th Avenue North; thence North 74° 14' West 11.5 feet along said property line to a point; thence Northeasterly 51.3 feet around a curve that has a 476.74 foot radius on the New Relocated West margin of 28th Avenue North to a point; thence North 36° 48' 58" East 2.2 feet along the New Relocated West margin of 28th AVenue North to a point; thence South 74° 14' East 11.8 feet along the property line between John P. Brown, Jr., and Chevron Oil Company to a point; thence South 36° 48' 58" West 6.5 feet along the present West margin of 28th Avenue North to a point; thence Southwesterly 46.7 feet around a curve that has a 465.74 foot radius on the present West margin of 28th Avenue North to the point of beginning.

Being the same property conveyed to Pinewood Properties, a Tennessee General Partnership, by Quitclaim Deed of record in Book 4984, page 97, said Register's Office.

Box 3

INSTALLMENT DEED

FROM

PINEWOOD PROPERTIES, a

Tennessee General Partnership

TO

DAVID AUSTIN, TRUSTEE with

full power

E 40702

IDENTIF. REFERENCE

DEC 7 4 18 PM '77

FELIX [illegible] REGISTER
DAV[illegible]

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