INSTALLMENT DEED

For and in Consideration of the sum of Fifty Five Thousand and No/100 ($55,000.00) Dollars, of which Fourteen Thousand ($14,000.00) Dollars, has been paid in cash by Jacob May the receipt of which is hereby acknowledged, and for the remainder Forty One Thousand and No/100 ($41,000.00) Dollars, the said Jacob May has executed to the order of Carroll Brunner Crosslin a promissory note of even date in the principal amount of $41,000.00 with interest thereon at 9 1/2% per annum, payable over fifteen years with monthly payments of $428.15, and providing for the payment of attorney's fees all as set out in said note;

~~all of said notes bearing interest from date, and providing for payment of attorney's fees~~, and to secure the payment of said notes, principal and interest, and attorney fees, a lien is expressly retained on the land herein conveyed, Carroll Brunner Crosslin and husband, J. Dell Crosslin

have this day bargained and sold, and do hereby transfer and convey unto the said Jacob May, his heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

LAND in Davidson County, Tennessee, described as follows:

ONE Lot being the southerly one-half of the northerly one-half of Lot No. 2 on the plan of Richard Cross' Subdivision of Lots Nos. 29 and 30 (being part of Lot No. 30) in the Original Plan of Nashville, said plan of subdivision is of record in Will Book 9, page 75, County Court for said County, being known as No. 109 Second Avenue, North.

BEGINNING on the westerly margin of 2nd Avenue North, as widened, 85 feet northwardly from the northerly margin of Broad Street; thence with the westerly margin of 2nd Avenue North, northwardly 20 feet; thence westwardly 85 feet, more or less, to the easterly margin of an alley; thence with said alley, southwardly 20 feet; thence eastwardly 85 feet, more or less, to the beginning.

THE Second lot being known as No. 111 Second Avenue North, in the City of Nashville, and being part of Lot No. 30 on the unrecorded plan of the City of Nashville and being known as the north one-fourth of Lot No. 2 on the Plan of Richard Cross Subdivision of part of Lots Nos. 29 and 30 on said original Town as shown in Minute Book 9, page 75, in the office of the County Court Clerk of said County, described as follows:

SAID part of said lot fronts 20 feet on the west side of Second Avenue North and runs back between parallel lines 100 feet to an alley and begins at a point 105 feet north of Broad Street, Second Avenue North was widened in 1937 as shown in Book 4, page 428, of the Minutes of the City Clerk's Office, and 15 feet was taken off the front of the lots in question for the widening of Second Avenue, and any land within the bounds of Second Avenue North is hereby excluded.

BEING the same property conveyed to Carroll Brunner Crosslin, by deed from Madeline C. Brunner, of record in Book 4913, page 955, Register's Office for Davidson County, Tennessee.

This is unimproved ( ) improved (X) property, known as 109-111 2nd Ave., N., Nashville, Tennessee
(House Number) (Street) P. O. Address: (City or Town) (Zip Code)

To Have and to Hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Jacob May, his 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 Jacob May, his 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 me in hand paid, I, the said Jacob May

do hereby transfer and convey unto Robert N. Buchanan, III, Trustee his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title and interest thereto belonging, for the purposes aforesaid, only.

I, the said Jacob May 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 $40,000.00 until 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 interst may appear.

I 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 I 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. The note secured hereby is nonassumable and the holder thereof may demand full payment upon resale.

Now, if I, the said Jacob May 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 I 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; or should I 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 trust conveyance. I 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. I 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 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 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 Jacob May, his 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 Robert N. Buchanan, III, Trustee, shall be vested in said successor.

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 Carroll Brunner Crosslin and husband, J. Dell Crosslin and Jacob May hereunto set our hands at Nashville, Tennessee, this the 17 day of February 19 78

Carroll Brunner Crosslin

Carroll Brunner Crosslin

J. Dell Crosslin

J. Dell Crosslin

Jacob May

STATE OF TENNESSEE
Davidson County

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Carroll Brunner Crosslin and J. Dell Crosslin and Jacob May

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 17th day of February, 19 78

Linda K. Hardy, Notary Public

Commission Expires 4-18-81

LINDA K. HARDY NOTARY PUBLIC DAVIDSON COUNTY

STATE OF _____

County.

Personally appeared before me, _____, a Notary Public in and for said County and State, the within named _____

the bargainor, with whom I am personally acquainted, and who acknowledged that _____ executed the within instrument for the purposes therein contained.

Witness my hand and official seal at _____ this _____ day of _____, 19___

_____, Notary Public.

Commission Expires _____

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

BOOK 5254 PAGE 311

Before me, ...

County aforesaid, personally appeared ....., a Notary Public of the State and

with whom I personally acquainted, and who, upon oath, acknowledged ..... self to be .....

..... of the .....,

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 .....,

Commission expires .....

..... Notary Public.

(over for additional acknowledgements)

FEB 17 78 CONV
FEB 17 78 MORT'G 55,000.00
FEB 17 78 S'TAX 41,000.00
FEB 17 78 S'TAX
FEB 17 78 PR'FEE
FEB 17 78 W'DEED

B* 143.00
B* 39.00
B* .50
B* 8.00

* 190.50

INSTALLMENT DEED

FROM
Carroll B. Crosslin

TO
Jacob May

Attorneys Title Company
Titles Guaranteed
NASHVILLE, TENN.

E 5 1 1 3 5

IDENTIF. REFERENCE

FEB 17 12 04 PM '78

FELIX Z. WILSON JT REGISTER
DAVIDSON COUNTY, TENN.

YORLEY CO. NASHVILLE

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Jacob May (NAME)	Same (NAME)	05W-01220
230 Ensworth Ave (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	05W-01225
Nashville, Tn 37205 (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	

THIS INSTRUMENT WAS PREPARED BY
Robert N. Buchanan, III
Farris, Evans & Warfield
Third National Bank Building
Nashville, Tennessee 37219

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 55,000.00

Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 17th DAY OF February, 19 78

Notary Public

MY COMMISSION EXPIRES: February 25, 1980

(AFFIX SEAL)