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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
James Alvin Crossman and wife Mary Bell Crossman	Provident Trust Company	
(NAME:)	(NAME:)	75-6-14
4220 Estes Rd (STREET ADDRESS OR ROUTE NUMBER)	Union Street (STREET ADDRESS)	
Nash. Tenn. (CITY) (P. O. ZONE) (STATE)	Nashville, Tenn. 37204 (CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of Three Hundred Ninety Thousand and no/100 ($390,000.00) *Dollars, of which* Fifteen Thousand and no/100 ($15,000.00) *Dollars, has been paid in cash, the receipt of which is hereby acknowledged, and for the remainder* Three Hundred Seventy-Five Thousand and no/100 ($375,000.00) *Dollars,*

James Alvin Crossman and wife Mary Bell Crossman *have executed* their Installment Deed note in the principal amount of $375,000.00 payable to Bernard W. Barkley and Vernard R. Barkley in 264 equal monthly installments of $3023.25 including interest at 8% per annum. The first payment shall be due July 1, 1974 and a like payment on the first day of each consecutive month thereafter for 263 additional months. In addition, grantees agree to pay such tax and insurance escrow payments as required by a certain Deed of Trust of record in Book 4302, page 36, R.O.D.C. in the manner as specified in said Deed of Trust except that said payments shall be made to grantor on the first day of each month during the life of this Installment Deed.

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, Bernard W. Barkley and wife Betty N. Barkley and Vernard R. Barkley and wife Joan M. Barkley *have this day bargained and sold, and do hereby transfer and convey unto the said* James Alvin Crossman and wife Mary Bell Crossman their (~~bargainee~~), *heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:*

Land in the 4th Civil District of Davidson County, Tennessee, described according to a survey made by Don Shanklin, May, 1967, as follows:

BEGINNING at a point in the center of Hermitage Road, said point being further described as being on the common property line between the State of Tennessee Property and Hermitage Estates, Section II, if extended to Hermitage Road; thence with the center line of Hermitage Road, south 2° 35' west a distance of 559.5 feet to a point; thence south 71° 10' east a distance of 314.5 feet to a point in the rear of Lot No. 270 of Hermitage Estates, Section II; thence with the rear line of Lot No. 270, north 76° 40' east a distance of 81.18 feet to the corner of said lot; thence with the westerly margin of proposed Hermitage Estates, Section V, the following bearings and distances: north 40° 05' east a distance of 320 feet, more or less; thence north 44° 25' west a distance of 75 feet, more or less; thence north 22° 25' west a distance of 120 feet, more or less; thence north 18° 05' east a distance of 120 feet, more or less; thence north 57° 35' east a distance of 120 feet, more or less; to a point in the common property line between the State of Tennessee Property and Hermitage Estates, Section V; thence with said common property line north 85° 35' west a distance of 610 feet, more or less, to the point of beginning. (description continued)

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer, is $ 390,000.00

Subscribed and sworn to before me, this the 31 day of May 19 74

James Alvin Crossman
Affiant

My commission expires: 2/8/78 (Affix Seal)

Bernice Rees
Notary Public

(description continued)

Being the same property conveyed to Bernard W. Barkley and wife Betty N. Barkley and Vernard R. Barkley and wife Joan M. Barkley, by deed from C. E. Hooper, Trustee, of record in Book 4365, page 965, said Register's Office.

This conveyance also includes such realty and personalty as may be owned by the grantors on the above described premises.

SEP 11 '78	CONV	*	340,000.00	
SEP 11 '78	MORT'G	*	375,000.00	
SEP 11 '78	S'TAX		B* 1,014.00	
SEP 11 '78	S'TAX		B* 373.00	
SEP 11 '78	PR'FEE		B* .50	
SEP 11 '78	W'DEED		B* 8.00	* 1,395.50

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 James Alvin Crossman and wife Mary Bell 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 as of record in Book 4302, page 36, R.O.D.C. which the said Bernard W. Barkley and Vernard R. Barkley agree to pay and hold James Alvin Crossman and wife Mary Bell Crossman harmless from payment of principal and interest due thereunder so long as the said Crossmans shall not be in default of the payments due and covenants set forth in this Note and Deed of Trust.

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 Bell 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 Bell Crossman *hereinafter referred to as trustors, hereby transfer and convey unto* Hunter B. Short, *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 $375,000.00, *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

RIDER

COVENANTS REGARDING FIRST MORTGAGE:

(a) Grantors covenant and agree that there is presently no default in the terms and conditions of the First Mortgage of record in Book 4302, page 36, said Register's Office.

(b) Grantors covenant and agree that, so long as Grantees are not in default, Grantors will not permit a default under the First Mortgage nor will Grantors permit or cause to occur any other act or occurrence which might cause an acceleration of the indebtedness secured by the First Mortgage, and that copies of any notices received by Grantors with respect to the First Mortgage will be submitted immediately to Grantees upon receipt by Grantor.

(c) Grantees covenant and agree that they will not make any payment whatsoever directly to the holder of the indebtedness secured by the First Mortgage or request any release, partial release, prepayment, amendment or other modification of the First Mortgage without the prior written consent of the Grantors, their succesors and assigns. Provided, however, that, in the event Grantees shall prepay the aforementioned Installment Deed Note of even date, then Grantors herein shall prepay the remaining balance of the Deed of Trust Note as secured by a Deed of Trust of record in Book 4302, page 36, said Register's Office, and obtain a release for said Deed of Trust. Grantees herein hereby agree to pay any prepayment penalty incurred by Grantors in connection with the prepayment of said Note and the release of said Deed of Trust, and Grantors obligation to prepay shall be subject to Grantees payment of any prepayment penalty as set out herein.

(d) Grantors agree and obligate themselves to make application each month of funds received from Grantees as monthly installments of principal and interest of the Installment Deed Note first toward payment of installment due under the Deed of Trust Note, as secured by Deed of Trust of record in Book 4302, page 36. So long as Grantees herein are not in default in the terms of the Installment Deed Note executed to Grantors herein of even date, and are not in default in the terms and conditions of this Installment Deed and Rider attached thereto, Grantors agree to hold Grantees harmless from any failure by Grantors to pay when due the principal and interest installments of the aforementioned Deed of Trust Note, as secured by Deed of Trust of record in Book 4302, page 36. In the event Grantors shall fail to pay the monthly installments as aforesaid, Grantees may advance such funds as may be required to make any payments due under the Deed of Trust Note and said payments shall be applied as a credit towards Grantees payment on their Installment Deed Note to Grantors.

(e) Grantees hereby agree to insure the payment of real estate taxes and insurance premiums for all insurance applicable to the mortgaged premises, to include payment of any escrow funds required by the first lienholder under the Deed of Trust of record in Book 4302, page 36, said Register's Office.

This one-page rider is executed on this the 31st day of May, 1974, and is attached to and made a part of a certain Installment Deed of even date herewith, and all the covenants, terms and conditions of this rider are a part of said Installment Deed by the following signatures:

GRANTEES:

JAMES ALVIN CROSSMAN

MARY BELL CROSSMAN

GRANTORS:

BERNARD W. BARKLEY

BETTY N. BARKLEY

VERNARD R. BARKLEY

JOAN M. BARKLEY

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.

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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 31 *day of* May, *19* 74

E 87955

IDENTIF. REFERENCE T

SEP 11 4 04 PM '78

FELIX Z. HILSMAN II REGISTER
DAVIDSON COUNTY, TENN.

Bernard W. Barkley
Bernard W. Barkley

Betty N. Barkley
Betty N. Barkley

Vernard R. Barkley
Vernard R. Barkley

Joan M. Barkley
Joan M. Barkley

James Alvin Crossman
James Alvin Crossman

Mary Bell Crossman
Mary Bell Crossman

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Bouvier Rauschenberg, *a Notary Public in and for said County and State,* Bernard W. Barkley et ux Betty N. Barkley; Vernard R. Barkley et ux Joan M. Barkley, James Alvin Crossman and wife Mary Bell Crossman *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* 31st *day of* May, *19* 74.

Bouvier Rauschenberg *Notary Public*

NOTARY PUBLIC TENN. DAVIDSON CO.

Commission expires 2/8/78