File Box 21

ADDRESS NEW OWNER(S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS:
D & H Investments, a partnership (NAME)	Same (NAME)	92-16-138, 130
818 Nashville Trust Building (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	and 131
Nashville, Tennessee 37201 (CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

BOOK 5444 PAGE 29

INSTALLMENT DEED

FOR AND IN CONSIDERATION OF the sum of Three Hundred Thirty Thousand and No/100---------- ($330,000.00) ---------- DOLLARS

of which $ 65,000.00 has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantees have executed their note of even dated in the principal amount of $265,000.00 payable to Grantor as therein specified with the entire balance due June 1, 1981;

and providing for payment of attorney's fees, and to secure the payment of said note or notes, principal and interest, and attorney's fees, a lien is expressly retained on the land herein conveyed.

We, James Alvin Crossman and wife, Mary B. Crossman,

hereinafter called the grantors, have this day bargained and sold, and do hereby transfer and convey unto D & H Investments, a partnership comprised of Glenn G. Dukes, Buddy R. Dukes and Horton W. Horton

herein called grantees, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

(See Exhibit "A" for complete description.)

This is improved ( )
unimproved ( ) property known as ..... (House Number) (Street) (P. O. Address:) (City or Town) (Postal Zone)

TO HAVE AND TO HOLD the said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said grantees, their heirs and assigns forever. We convenant 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 for the following: (See Exhibit "B" attached hereto.)

We further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to the said real estate to said grantees, their 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 us in hand paid, we, the said grantees herein do hereby transfer and convey unto Sam D. Hodges, 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. We, the said grantees 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 $ 265,000.00 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 interest may appear. We 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 we 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. Now, if we, the said grantees, 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 we 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; we 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 outcery, 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 conveyance. We 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. We 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 advise 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 the grantees herein, their heirs, 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 the said Trustee shall be vested in said successor.

Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

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 grantors and grantees, have hereunto set our hands this the 31st day of May, 19 79.

James Alvin Crossman

Mary B Crossman

Glenn G. Dukes

Buddy R. Dukes

Horton W. Horton

STATE OF TENNESSEE

COUNTY OF DAVIDSON

The actual consideration or value, whichever is greater, for this transfer is $ 330,000.00

Affiant

Subscribed and sworn to before me, this the 31st day of May, 19 79

My commission expires Feb 4, 1980 (Affix Seal)

Notary Public

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named James Alvin Crossman, Mary B. Crossman, Glenn G. Dukes, Buddy R. Dukes and Horton W. Horton, 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 31st day of May, 1979

Commission Expires Feb 4, 1980

Notary Public.

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Before me, _____, a Notary Public of the State and County aforesaid, personally appeared _____, with whom I am personally acquainted, and who, upon oath, acknowledged himself 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 himself as _____.

Witness my hand and seal, at office in _____, this _____ day of _____, 19____.

Notary Public

Commission Expires _____

This instrument was prepared by:

GRISSIM AND SHORT, Attorneys, 1400 American Trust Building, Nashville, Tennessee 37201

Name Address

INSTALLMENT DEED

FROM

TO

Published by

Pioneer National Title Insurance Company
A Ticor Corporation
344 4th Avenue North
NASHVILLE, TENNESSEE 37219
Phone (615) 259-2290

FORM NO 1005-HESSEY 8-1-75

EXHIBIT "A"

DESCRIPTION

Tract I:
Being Lots Nos. 20 and 21 on the Map of John H. Williams First Subdivision of Blocks 147 and 148 of the Boyd Home Tract, as of record in Book 57, page 154, Register's Office for said County.

Said Lots Nos. 20 and 21 front together 105 feet on the westerly side of Lyle Avenue and extend back 118 feet on the northerly line and 130 feet, more or less, on the southerly line, with the northerly margin of an alley to an alley in the rear, measuring 140 feet thereon.

Being the same property conveyed to James Alvin Crossman and wife, Mary B. Crossman by deed from Harpeth Land Company, Inc. of record in Book 4694, page 17, said Register's Office.

Tract II:
Parcel 1: Being part of Lot No. 146 shown on the map of a subdivision of the Boyd Home Tract, as of record in Book 57, page 154, Register's Office for said County, and described as follows:

Beginning at a point on the easterly side of Lyle Avenue, 42 feet south of the southwest corner of Lot 15 as shown on said plan; thence easterly parallel to the south line of Lot 15, 118 feet to a point at the west margin of a 12 foot alley; thence along the margin of said alley southerly 56.6 feet to a point 41.3 feet north of the north margin of a 12 foot alley; thence westerly parallel to the first above mentioned line, 118 feet to the easterly margin of Lyle Avenue; thence with said Avenue northerly 56.6 feet to the beginning.

Parcel 2: Being part of Lot No. 146 on the Map of a subdivision of the Boyd Home Tract, as of record in Book 57, page 154, Register's Office for said County, and described as follows:

Beginning at a point on the easterly margin of Lyle Avenue, 160 feet north of the northeast corner of said Avenue and Broadway; thence with said Avenue northerly 66.9 feet; thence at right angles to said Avenue easterly 118 feet to the westerly margin of an alley; thence with said alley, southerly 41.3 feet to a turn in said alley; thence with the northerly margin of said alley, westerly 120.5 feet to the beginning.

Being the same property conveyed to James Alvin Crossman and wife, Mary B. Crossman, by deed from First Peoples Bank, formerly The Peoples Bank, of record in Book 4827, page 354, Register's Office for Davidson County, Tennessee.

6650 06/01 1129.50- CHECK

EXHIBIT "B"

APPLIES TO TRACT I ONLY:

1. Deed of Trust executed by Harpeth Land Company, Inc. to Charles Nelson, Jr., Trustee, of record in Book 4568, page 437, Register's Office for Davidson County, Tennessee, dated January 12, 1972, to secure to Home Federal Savings & Loan Association of Nashville, an indebtedness in the amount of $52,500.00, according to the terms and conditions as specified therein.

2. Deed of Trust executed by James Alvin Crossman and wife, Mary B. Crossman, to Gail Pigg, Trustee, of record in Book 5055, page 91, said Register's Office, dated August 1, 1976, to secure to West Hamilton Center, a joint venture, an indebtedness in the amount of $193,352.64, according to the terms and conditions as specified therein; said West Hamilton Center, a joint venture, having since assigned its interest in said Deed of Trust to Associates Capital Corporation, by instrument of record in Book 5055, page 93, said Register's Office.

APPLIES TO TRACT II ONLY:

1. Vendor's Lien retained in the deed from First Peoples Bank, Trustee, to James Alvin Crossman and wife, Mary B. Crossman, of record in Book 4827, page 354, said Register's Office, in the amount of $40,000.00 payable according to the terms and conditions therein.

F.32352
IDENTIF. REFERENCE
JUN 1 3 28 PM '79
FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

OFFICIAL RECEIPT
FELIX Z. WILSON, II
REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

BOOK 5444 PAGE 33

RECEIVED OF _____

FOR _____

CO - CONVEYANCE	CC - CERTIFIED COPY	MS - MISCELLANEOUS
MO - MORTGAGE	MR - RELEASE	ST - STATE TAX CONVEY.
WD - WARRANTY DEED	UC - UNIFORM COMMERCIAL CODE	ST - STATE TAX MORT.
TD - TRUST & DEED		PF - PROBATE FEES

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL PAID

330000.00- CO
265000.00- MO
858.00 CO TX
263.00 MO TX
.50 PRFEE
8.00 WDEED
CHECK 1129.50-
6650A06/01/79 BAL .00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

F 32352

IDENTIF. T REFERENCE

JUN 1 3 28 PM '79

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

No. 687669