THIS INSTRUMENT PREPARED BY:
EARL THOMPSON, ATTORNEY
Suite 205, Ambrose Building
162 Fourth Avenue, North
Post Office Box 2868
Nashville, Tennessee 37219
615/255-7443

BOOK 6120 PAGE 680

INSTALLMENT DEED

ADDRESS NEW OWNER(S) AS:	SEND TAX BILLS TO:	MAP-PARCEL NOS.
Mail Albert Crausaz 500 Old Hickory Boulevard Old Hickory, Tennessee 37138	Same	M.44-10 P. 17 & 22

FOR AND IN CONSIDERATION of the sum of **NINETY THOUSAND AND NO/100 ($90,000.00) DOLLARS**, of which **FIFTY-FIVE THOUSAND AND NO/100 ($55,000.00) DOLLARS**, has been paid in cash, the receipt of which is hereby acknowledged, and for the remainder **THIRTY-FIVE THOUSAND AND NO/100 ($35,000.00) DOLLARS, ALBERT CRAUSAZ and wife, VALERIA LYNN CRAUSAZ**, have executed their Promissory Note payable to **HELEN R. WEBB**, dated August 22, 1983. Said Note is payable at **THREE HUNDRED SIXTY-ONE AND 24/100 ($361.24) DOLLARS** per month including interest at **eleven (11%) per cent** per annum with the entire remaining balance of **THIRTY-ONE THOUSAND SEVEN HUNDRED EIGHTY-TWO AND 15/100 ($31,782.15) DOLLARS** due **sixty (60)** months from the date of Note. The first payment shall be due on **October 1, 1983.** **BUYERS** will have the right to pre-pay the Note in part or in full at any time, without penalty. Said Note shall provide 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.

JAMES R. WEBB and wife, RUBY K. WEBB have this day bargained and sold, and do hereby transfer and convey unto the said **ALBERT CRAUSAZ**, his heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

TRACT NO. I:

Land lying in the Fourth Civil District of Davidson County, Tennessee, more particularly described as follows:

Starting with a concrete monument at the north-east corner of the Service Station Property (R.O.D.C. Book 1627, page 634, recorded on June 11, 1948), said monument being 330.2 feet northwest of the intersection of the center lines of Old Hickory Boulevard with Bryan Street and 17.5 feet west of the center line of Old Hickory Boulevard; thence South 54 deg. 27' West 7.5 feet to a point; thence North 35 deg. 33' West 20.0 feet to an iron pin, said pin and point of beginning of the land herein conveyed being in the northeast corner of the 20-foot strip of land described in deed recorded November 24, 1948, in Book 1646, page 523, RODC, and running thence the following courses and distances:

(1) South 54 deg. 27' West along the above-mentioned 20-ft. strip 189.6 feet to an iron pin; thence (2) North 31 deg. 08' West 50.2 feet to an iron pin; thence (3) North 54 deg. 27' East 185.6 feet to an iron pin in the westerly margin of Old Hickory Blvd.; thence (4) South 35 deg. 33' East along the westerly margin of Old Hickory Blvd.

1654 08/22 292.50- CHECK

50.0 ft. to an iron pin, and the point of beginning, containing 0.22 acres, more or less.

TRACT NO. II:

Land lying in the Fourth Civil District of Davidson County, Tennessee, more particularly described as follows:

Starting with an iron pin located at the intersection of the center lines of the Old Hickory Boulevard and Bryan Street, as shown on Plat of Section "D" of Old Hickory Village, recorded,7/16/48, in Book 1424, Page 65, R.O.D.C., Tennessee; thence North 35 deg. 33' West 330.2 feet, more or less, along the center line of the Old Hickory Blvd. to a point; thence South 54 deg. 27' West 25 feet to a point in the northwesterly line of the Service Station Property and the point of beginning, and running thence the following courses and distances: (1) South 54 deg. 27' West 191.1 feet to an iron pin; thence (2) North 31 deg. 08' West 20.1 feet to an iron pin; thence (3) North 54 deg. 27' East 189.6 feet to an iron pin in the southwesterly margin of the Old Hickory Boulevard to the point of beginning, containing 0.09 acres, more or less.

TRACT NO. III:

Land lying in the Fourth Civil District of Davidson County, Tennessee, more particularly described as follows:

Starting at the intersection of the center lines of Old Hickory Boulevard and Bryan Street, thence North 35 deg. 33' West along the center line of Old Hickory Boulevard 190.2 feet to a point; thence South 54 deg. 27' West 17.5 feet to a concrete monument in the westerly margin of Old Hickory Boulevard, the true place of beginning of the tract herein conveyed; thence from said true place of beginning the following courses and distances:

(1) South 54 deg. 27' West 209.5 feet to an iron pin; thence

(2) North 31 deg. 08' West along the easterly margin of Rolling Green Subdivision 140.3 feet to an iron pin; thence

(3) North 54 deg. 27' East 198.6 feet to a concrete monument, said monument being 17.5 feet west of the center line of Old Hickory Boulevard; thence

(4) South 35 deg. 33' East along the westerly margin of the Old Hickory Boulevard 140.0 feet to a concrete monument and, the point of beginning, containing 0.65 acres, more or less.

Being the same property conveyed to James R. Webb and wife, Ruby K. Webb, by deed from Helen R. Webb, a widow, of record in Book 3617, Page 196, Register's Office for Davidson County, Tennessee.

This property is conveyed subject to any and all easements applicable that appear of record.

This is improved property known as 500 Old Hickory Boulevard, Old Hickory, Tennessee 37138.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said **ALBERT CRAUSAZ**, 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 assigns, against the lawful claims of all persons whomsoever.

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 hereinafter provided, and for the consideration of **ONE ($1.00) DOLLAR** paid in cash, receipt of which is acknowledged, the said **ALBERT CRAUSAZ and wife, VALERIA LYNN CRAUSAZ**, hereinafter referred to as Trustors, hereby transfer and convey unto **EARL THOMPSON, 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 $35,000.00, 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 inprovements 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 11% interest from the date of payment and shall be and become a part of the indebtedness secured hereby.

Now, if the **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 (30) 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 (20) days' notice by three (3) 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.

WITNESS our hands this 19th day of August, 1983.

James R. Webb
JAMES R. WEBB

Ruby K Webb
RUBY K. WEBB

Albert Crausz
ALBERT CRAUSAZ

Valeria Lynn Crausaz
VALERIA LYNN CRAUSAZ

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value, whichever is greater, for this transfer is $90,000.00.

Albert Crausz
Affiant

Subscribed and sworn to before me, this 22nd day of August, 1983.

Cathy Boone
Notary Public

NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

My Commission Expires:
1/18/87

STATE OF ~~GEORGIA~~ Alabama
COUNTY OF ~~DOUGHERTY~~ Lee

Personally appeared before me, BEATRICE P. CAULEY, a Notary Public in and for said County and State, **JAMES R. WEBB and wife, RUBY K. WEBB**, the within named 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 ~~Albany,~~ Opelika, Al. Georgia, this 19th day of August, 1983.

Beatrice P. Cauley
Notary Public

My Commission Expires:
May 16, 1987

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, Cathy Boone, a Notary Public in and for said County and State, **ALBERT CRAUSAZ and wife, VALERIA LYNN CRAUSAZ**, the within named 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 22nd day of August, 1983.

Cathy Boone
Notary Public

My Commission Expires:
1/18/87

H 6.8 7.0 5.

IDENTIF. REFERENCE

AUG 22 3 45 PM '83

FELIX Z. WILSON CLK. & REGISTER
DAVIDSON COUNTY, TN

OFFICIAL RECEIPT

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

RECEIVED OF_____

FOR_____

BOOK 6120 PAGE 685

CO -CONVEYANCE
MO -MORTGAGE
WD -WARRANTY DEED
TD -TRUST DEED

CC -CERTIFIED COPY
REL -RELEASE
UCC -UNIFORM COMMERCIAL CODE

MISC -MISCELLANEOUS
CO TX -STATE TAX CONVEY
MO TX -STATE TAX MORT
PRFEE -PROBATE FEE

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL PAID
			[illegible] CO	
			[illegible] MO	
			234.00 CO TX	
			38.00 MO TX	
			.50 PRFEE	
			15.00 WDEED	
			CHECK	292.50-
			1654A08/22/83 BAL	.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

H 6870 5

IDENTIF. REFERENCE

AUG 22 3 46 PM '83

FELIX Z. WILSON, II REGISTER
DAVIDSON COUNTY, TN

No. 973124