0298933

IDENTIF. ↑ REFERENCE

This instrument prepared by:

ROBERT J. NOTESTINE, III
Attorney at Law
104 Woodmont Boulevard
Suite #115
Nashville, Tennessee 37205

97 APR 29 AM 10: 57

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN.

PICK-UP

LAND SALES CONTRACT

BOOK 10432 PG 262

1. Witness this Agreement made in Nashville, Tennessee, this 10th day of March, 1997, by and between **Vickie K. Holmes,** hereinafter called the Seller, and **John A. Crawford,** hereinafter called the Buyer, whereby the Seller agrees to sell and convey by General Warranty Deed in recordable form, free and clear from all liens and encumbrances, and the Buyer agrees to buy and to pay for Real Estate known as **809 Apple Drive, Nashville, Davidson County, Tennessee 37211** (hereinafter the "Property").

2. The Buyer is to obtain and pay for any title search, legal opinion, or title insurance which he may desire at such time as all of the terms and conditions contained herein are satisfied in full by the Buyer.

3. The purchase price and consideration for the subject property is **Thirty-one thousand dollars ($31,000)** which shall be paid as follows: **Ten thousand dollars ($10,000)** shall be due upon the execution of this Contract. The Buyer shall assume liability for payment Of all sums due to the first mortgage lender (Suntrust Mortgage) in the appropriate amounts of **$21,008.30.**

4. The Buyer may prepay this indebtedness at any time without written consent of the Seller.

5. Payments are to be made directly to the first mortgage lender by direct draft from buyer's checking account commencing June 1, 1997. Buyer shall make the April 1st and May 1st, 1997 installment payments directly to **Suntrust Mortgage at P. O. Box 105277, Atlanta, GA, 30348-5277, Account #405319.**

6. The Buyer shall make any and all payments due for condominium fees to **Ghertner & Company** commencing April 1, 1997.

7. Possession only is to be given to the Buyer upon the execution of this Land Sales Contract. The above mentioned Deed and legal title are to pass when the entire purchase price, interest, taxes and all other charges are fully paid as specified in this Contract.

8. The Buyer shall pay any increase in taxes and any assessments after the tax year, 1997, to the Seller upon the request of the Seller. The Seller shall be responsible for the payment of back taxes, if any, as of the date of execution of this Contract.

9. The Buyer shall not build additonal structures or make any major alterations to the premises without the express written consent of the Seller.

10. The Seller's hazard insurance shall remain in effect. Buyer hereby assigns to Buyer any insurance payments or proceeds that would be ordinarily and reasonably be due to Seller for future claims.

11. The premises shall be conveyed to the Buyer in "as is" condition. The Buyer shall be responsible for maintenance of the premises and hereby affirmatively warrants that he will not commit waste to the premises. Further, the Buyer shall be responsible for providing gas, water, electric, sewer and other utilities to the premises.

12. The within Contract may not be assigned or transferred by the Buyer, without the written consent of the Seller.

13. The Buyer agrees to pay attorney's fee for the preparation of this Contract.

0298933

14. Buyer acknowledges that an existing mortgage is an encumbrance on the title to this property.

15. In the event of default, by the Buyer, on any of the terms and conditions contained in this Contract, Buyer shall forfeit all paymets made to Seller and Seller shall be entitled to terminate this Contract and the Buyer's possession by providing written notice to the Buyer of the default. Included in the definition of default is any monthly payment received after the tenth (10th) day of any month during the term of this Contract. In the event the Seller takes legal action to regain possession of the property, the Buyer hereby agrees to pay court costs and reasonable attorney's fees incurred by the Seller.

16. It is expressly understood and agreed that this Contract contains the entire agreement between the parties and that, except as herein noted, there are no oral or collateral conditions, agreements or representations, all having been incorporated and resolved in this Contract. The Property shall be purchased in "as is" condition. 4513 04/28 0101 07CHECK 8.00

17. Time is of the essence of this Contract and all of the conditions thereof.

IN WITNESS WHEREOF, the parties have hereunto set their hands on the day and date first written above.

SELLER: **BUYER:**

Vickie K. Holmes

John A. Crawford

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 **Vickie K. Holmes,** with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal at Nashville, Davidson County, Tennessee, this 10th day of March, 1997.

Notary Public

My Commission Expires: 1-29-2000

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 **John A. Crawford,** with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal at Nashville, Davidson County, Tennessee, this 10th day of March, 1997.

Notary Public

My Commission Expires: 1-29-2000

079934