

MP-1820



United States Department of the Interior
National Park Service

National Register of Historic Places Registration Form

This form is for use in nominating or requesting determinations for individual properties and districts. See instructions in National Register Bulletin, *How to Complete the National Register of Historic Places Registration Form*. If any item does not apply to the property being documented, enter "N/A" for "not applicable." For functions, architectural classification, materials, and areas of significance, enter only categories and subcategories from the instructions.

1. Name of Property

Historic name Wilson-Crouch House
Other names/site number Wilson, John Van, House; Crouch, Hubert Adair, House
Name of related multiple property listing Historic and Architectural Resources of Tullahoma, Coffee County, Tennessee
(Enter "N/A" if property is not part of a multiple property listing)

2. Location

Street & Number: 216 S. Jackson Street
City or town: Tullahoma State: TN County: Coffee
Not For Publication: n/a Vicinity: n/a Zip: 37388

3. State/Federal Agency Certification

As the designated authority under the National Historic Preservation Act, as amended,
I hereby certify that this nomination request for determination of eligibility meets the documentation standards for registering properties in the National Register of Historic Places and meets the procedural and professional requirements set forth in 36 CFR Part 60.

In my opinion, the property meets does not meet the National Register Criteria. I recommend that this property be considered significant at the following level(s) of significance:

national statewide local

Applicable National Register Criteria: A B C D

Claudia H. Hays 9/10/17
Signature of certifying official/Title: Deputy State Historic Preservation Officer, Tennessee Historical Commission Date
State or Federal agency/bureau or Tribal Government

In my opinion, the property meets does not meet the National Register criteria.
Signature of Commenting Official: _____ Date _____
Title: _____ State or Federal agency/bureau or Tribal Government

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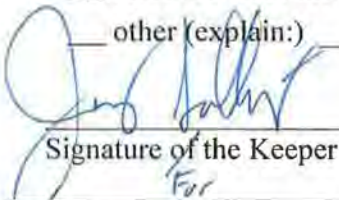
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4. National Park Service Certification

I hereby certify that this property is:

- entered in the National Register
- determined eligible for the National Register
- determined not eligible for the National Register
- removed from the National Register

other (explain:)


 Signature of the Keeper
 For

11-20-2017
 Date of Action

5. Classification

Ownership of Property

(Check as many boxes as apply.)

- Private
- Public – Local
- Public – State
- Public – Federal

Category of Property

(Check only **one** box.)

- Building(s)
- District
- Site
- Structure
- Object

Number of Resources within Property

(Do not include previously listed resources in the count)

Contributing	Noncontributing	
2	1	buildings
0	0	sites
0	0	structures
0	0	objects
2	1	Total

Number of contributing resources previously listed in the National Register 0

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6. Function or Use

Historic Functions

(Enter categories from instructions)

DOMESTIC/single dwelling

DOMESTIC/multiple dwelling

Current Functions

(Enter categories from instructions)

DOMESTIC/single dwelling

7. Description

Architectural Classification

(Enter categories from instructions.)

LATE 19TH AND EARLY 20TH CENTURY MOVEMENTS: Bungalow/Craftsman

Materials: (enter categories from instructions.)

Principal exterior materials of the property: BRICK; WOOD; CONCRETE; ASPHALT; GLASS

Narrative Description

The Wilson-Crouch House is located just south of downtown Tullahoma (2014 pop. 18,899), Coffee County, Tennessee, along a major north-south corridor (U.S. Route 41A), two blocks southwest of the railroad tracks. Constructed in 1917 by John V. and Nelle Wood Wilson, the historic building is a highly-intact example of a Craftsman Bungalow-style residence and sits at the edge of the locally-designated Public Square Historic District (*see figure 5*). The nominated property includes the main house, a detached garage (contributing building), a small pre-fabricated shed (non-contributing building), and chain link and wrought iron fencing. The house retains its original form and stylistic details, including battered front porch columns, triangular knee braces, and multi-light windows; the interior retains Craftsman-style woodwork, including tapered half-columns, wall paneling, coffered ceilings, original built-ins, and dark wood moldings.

Setting

The Wilson-Crouch House functions as a neighborhood anchor, located on a flat corner parcel at the edge of a small residential district comprised of mostly early- to mid-20th-century houses, located about two blocks south of the historic downtown commercial area of Tullahoma. The house faces northeast onto South Jackson Street; a modern commercial building is located on the adjacent property to the north, followed by a brick, utilitarian, c. 1965 U.S. post office; across South Jackson to the northeast, the block facing the Wilson-

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Crouch house contains several small, one-story buildings dating from the 1970s-1990s. On the block directly south of the residence are several historic dwellings, including the two-story, c. 1871 Freeman T. Burrows House (300 S. Jackson St., Classical Revival), the c. 1910 John Clayton House (304 S. Jackson St., eclectic bungalow), and c. 1928 Hale House (308 S. Jackson St., Tudor Revival cottage). This block also contains a c. 1918 bungalow with Craftsman influences similar to, but not as pronounced as, the Wilson-Crouch House. The block southwest of the Wilson-Crouch House (along West Warren Street) contains primarily 1940s ranch or Minimal Traditional houses that have been altered with non-historic siding or additions. The lot directly behind the Wilson-Crouch residence (located just north of Chestnut Alley), which at one time contained another house from the early-20th century, is now vacant with only a portion of sidewalk remaining.

Sidewalks line the north and east edges of the property. An iron fence encloses part of the property, beginning along the west elevation, wrapping around the front yard and Warren Street side yard, ending along the sidewalk near the south end of the east elevation. The iron fence contains five sections (c. 1880s) from Franklin, Tennessee, that were acquired by current owner Donna Rinehart Dailey in 1990; the remaining fence and front gate were replicated and installed by Southern Iron Works (Mulberry, TN) in 2006. A chain-link metal fence encloses the rear yard, beginning along the east elevation, continuing back to and across the rear property line, and terminating at the southwest corner of the house near the garage. The fence contains three gates (one of which is iron), and adjoins the iron fencing near the east elevation of the house.

Wilson-Crouch House (1917), Contributing Building

Exterior

The 1917 Wilson-Crouch House is a one-and-one-half-story, Craftsman-style bungalow constructed of wood frame with brick veneer (dark mortar throughout) and a stuccoed continuous brick foundation. The exterior wall cladding of the half-story features asphalt tab shingles, which are also found on the dormer. A side-gable asphalt shingle roof with wide overhangs, triangular knee braces, flared eaves and a front-gable dormer covers the dwelling; modern metal gutters and downspouts exist on the façade (north) and rear (south) elevations. Fenestration primarily consists of original wood doors and multi-light windows with leaded glass and original wood trim surrounds, with the exception of a pair of wood-and-glass back doors that have nine lights and raised panels, added when the rear porch was enclosed (c. 1976). Windows at the first floor level have stucco surrounds and stucco headers and sills that extend slightly wider than the openings; second floor windows have wood trim surrounds throughout. All windows have custom storm inserts, and many are operable from the inside. The house has few other alterations from its historic form and materials.

The façade (north elevation) contains a one-story, full-width covered front porch with battered brick piers and a low, solid brick railing topped with a continuous stucco cap (*see photos 1 and 2*). Eight wide, concrete steps lead down from the porch to the sidewalk, flanked by low, solid, stucco-coated walls that terminate in two low, square pedestals at the base of the steps. The basement level is covered in light-colored stucco and is inset slightly from the edge of the porch flooring; the porch piers are also stuccoed and the outline of their tapered bases is visible. A small, half-round brick arch is located in the center of the base of the solid railing on each side of the steps. The porch floor consists of square red bricks (set into concrete slab) that resemble ceramic tile. The porch ceiling consists of narrow, horizontally-oriented, white-painted beadboard; a simple

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wood crown molding is present along the entire ceiling/wall junction, except along the façade. Two rectangular brick piers attach the porch to the north elevation. The two battered brick columns are capped by rectangular stucco blocks. All three porch openings arc slightly at the junction of the lintel and the columns, and the undersides of the openings are covered with narrow wood beadboard; asphalt tab shingles cover the walls on both the interior and exterior of these walls, from just above the column caps up to the cornice. Centered on this elevation is a single, original, wood-and-glass paneled door with fifteen lights above the cross rail. A fifteen-light, rectangular transom is located over the door, and ten-light wood sidelights flank this entrance. Centered on the façade to either side of the door are two, single, twenty-one-over-one wood windows with wood trim surrounds and six-over-one wood sidelights. A front-gable dormer, covered with asphalt tab shingles, is centered in the half-story on this elevation. The dormer has flared eaves and wide overhangs, with triangular knee braces and wood trim at the corners and exposed wood rafters. A grouping of three pairs of six-light wood casement windows with six-light transoms is centered on the north wall of the dormer. A louvered vent and triangular knee brace are centered under the gable peak. A slender brick chimney, located near the northeast corner, has a graduated brick cap and metal flashing. Due to the wide overhangs, it appears to be an interior chimney from this view, but the flue is actually located outside the exterior wall (east elevation).

The west elevation faces onto the driveway (*see photo 3*). The foundation is covered with stucco and the first story has brick veneer wall covering, while the half-story is covered with asphalt tab shingles. A narrow wood beltcourse divides the first and second floors. The side of the front porch is visible, with a solid, brick railing and semi-round opening; a rectangular brick pier attaches the porch to the façade, and asphalt tab shingles cover the wall above the piers. The northwest corner of this elevation contains fixed, paired, wood, twelve-light windows. To the south is a single, twelve-light wood-and-glass entry door with a twelve-light rectangular transom; a flared, shed-roof awning with triangular knee braces and exposed rafters covers this entrance. A small concrete pad is located just below the door in the side yard, accessible through the fence gate in this location. South of the door is a single, twelve-light wood casement window, followed by a grouping of three, double-hung wood windows (six-over-one, twenty-one-over-one, six-over-one). Further south are paired, wood nine-light casement windows. Near the southernmost corner of this elevation is a full-height, wood, double-hung, twelve-over-one window. At the north end of the half-story are half-height, paired, wood nine-light casement windows. Centered on the second floor of this elevation is a grouping of three, wood, double-hung, twelve-over-one-light windows. To the south is a pair of nine-light wood casement windows. While these three openings are evenly-spaced, they are all placed at slightly different heights. The eaves on this elevation have wide overhangs and triangular knee braces. Louvered vents are situated below the gable peak on either side of the center knee brace.

Facing towards the back yard, the south elevation contains asymmetrical fenestration, including the rear entry (*see photo 5*). Near the west corner is a single twelve-over-one-light, double-hung wood window; utility boxes and conduit are located in the wall space directly east. Centered on the first floor of this elevation is a nine-light, wood-and-glass paneled door with nine-light sidelights and a twelve-light transom; this entry is accessed by a rear sidewalk and single concrete step. Situated at the easternmost corner of this elevation is a single, wood, double-hung twelve-over-one window. Metal gutters and downspouts are present on this elevation. Flared eaves with exposed rafters provide wide overhangs on both stories of this elevation. The half-story is centered above the entry on this elevation and contains a front-gable, rectangular dormer with flared eaves and asphalt tab shingle wall covering. A grouping of three, wood, six-light casement windows is centered under the gable, with six-light transoms, storm windows and wood trim surrounds. Two

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triangular knee braces are located at the corners to either side of the windows, with a third brace under the gable peak. The west and east walls of the dormer each contain paired, nine-light wood casement windows. The header of each of these side windows abuts the cornice line.

The east elevation, which faces onto West Warren Street, contains asymmetrical fenestration, with brick veneer wall covering at the first floor level and asphalt tab shingles at the second level (*see photo 7*). A narrow, wood beltcourse divides the first and second floors on this elevation. The stucco foundation is visible on this elevation. Near the south corner is one pair of half-height, nine-light, wood casement windows; a small vent is located just beneath. Continuing north is a single, double-hung, wood, twelve-over-one window, followed by a wider, wood, double-hung, twenty-one-over-one window. A squared, vertical wood trim piece, which covers 2nd floor HVAC wiring, divides the north and south halves of the first floor, terminating just above the wood beltcourse, immediately followed by a bay window. The bay contains three, wood, double-hung windows (twelve-over-one, twenty-one-over-one, and twelve-over-one, respectively). The bay has a flared eave shed roof with exposed rafters and triangular knee braces to either side of the bay; the bay walls have open, interlocking joints. Continuing north is a wood, double-hung, nine-over-one window, located just south of the chimney. The exterior brick chimney has a wide base which is stepped and concrete-capped near the top of the first floor, tapering into a narrow flue with corbelling at the crown (*see photo 6*). The northernmost corner contains a single, wood, double-hung nine-over-one window. This wall of the covered front porch mirrors that found on the west elevation. Asphalt tab shingles cover the wall of the half-story, with louvered vents under the gable peak. Triangular knee braces are visible along this elevation. Fenestration at the half-story is asymmetrical like that on the west elevation. The southernmost opening has paired, nine-light, wood casement windows. A grouping of three, wood, double-hung, twelve-over-one windows is centered under the gable. Continuing north, just before the chimney, is a single, wood, twelve-light casement window. A small, narrow, nine-light wood casement window is situated at the northernmost corner; its wood trim surround abuts the chimney flue.

Interior

The interior of the house retains a high degree of architectural integrity, with such details as wide wood baseboards, wood coffered ceilings, wood wall paneling, and original doors with eight-point, fluted glass knobs; all door and wall panels are recessed, and the woodwork is walnut. Up to eight layers of wallpaper over flush wood boards cover the walls and ceilings, many with additional layers of paint. Flat, wood trim accents the doorways and wall openings, much of it has the original dark finish; doorways and windows are capped with a ledge-style trim piece. The first floor retains several original wood built-ins with tapered, wood, half-height supports. Original narrow, oak plank and tile floors exist throughout, along with many original light fixtures. Several of the original radiators are present, though no longer in use, as heat is now provided by a gas-fired system in the basement. The house also has a central vacuum system with outlets in many rooms and a collection canister in the basement, though the system is also no longer in use.

First Floor

The front door opens directly into a small den space that has dark wood wall paneling and coffered ceilings (*see photo 9*). Immediately west of the door is a radiator with white-painted, wood cover cabinet. The northwest corner of the room contains an L-shaped wood staircase, accessed by a single wood step and rectangular landing, with a square newel post and squared spindles. A paired casement window intersects about halfway up the first flight of steps; the ceiling is open in this area, except for a small, coffered portion located immediately above the lowest landing. A door under the staircase leads to a storage space, walls of

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which are flush boards, and an exterior entry door. Dividing the den space and the living room to the east is a pair of half-height, tapered wood supports; recessed panel, twelve-light, built-in cabinets with glass knobs are located directly below (*see photo 10*). A pair of similar supports divides the den from the main floor hallway and is nearly identical, except for a lack of built-in cabinetry; this pair is solid with recessed panels on the lower half.

The living room contains the only fireplace in the house; this feature has a floor-to-ceiling, white-painted, brick surround with a thick, dark wood mantel with three corbeled brick supports, a rectangular raised hearth of square bricks, and a pair of folding brass-and-glass doors. Two flush, diamond-shaped accent blocks are located on either side of the firebox opening, and the filler panel contains a row of slightly-angled soldier course bricks. Four rows of corbeled brick top the brick surround and intersect the dark wood coffered ceilings; two additional diamond-shaped accent blocks are located to either side just below the corbeling. Dark wood baseboards and wallpaper continue throughout this room (*see photo 11*).

To the south of the living room is the dining room, which also has dark wood baseboards, door trim and coffered ceilings (*see photo 12*). This room has custom scenic landscape wallpaper. A crystal chandelier is centered in the room. Two dark wood, recessed panel doors with glass knobs are located along the west wall and provide access to the main floor hallway. A bay window is located on the center of the east wall, and a single wood, recessed panel swinging door on the south wall provides access to the butler's pantry.

Immediately south of the dining room is a small butler's pantry that functions as a pass-through to the kitchen (*see photo 13*). This space has wood baseboards and door trim, all is painted white. Along the west wall is a full-width built-in with cabinetry and a solid-surface countertop on the lower half and tall, glass-front cabinets above. Original hardware on the cabinets includes shell cup drawer pulls, metal latches, and decorative three-lobed metal hinges; all cabinets and hardware are painted white. The room is wallpapered, and the ceiling slopes in the southwest corner where the back stairway crosses above the space.

The butler's pantry leads into the kitchen, located at the southeast corner of the house (*see photo 14*). This room contains several built-in wood cabinets along the east, south and west walls, and has wallpaper throughout. White-painted wood baseboards, door and window trim, and crown moldings are present; the ceiling has flat, wood trim and an original brass, five-arm lighting fixture with frosted globes. The north wall contains white subway tile, located below a wood chair rail which extends throughout the room. The east wall has lower cabinets with shell-cup metal pulls and a solid surface countertop with porcelain sink near the southeast corner. Upper wood cabinets surround the windows and have recessed panels with simple round wood pulls. Several additional various-sized storage cabinets are set into the south wall; these are recessed panel wood with round, wood pulls for the lower cabinets and original metal latches for the top three cabinets. One of the old radiators is located under these cabinets, directly beside a single-light, wood-and-glass, recessed panel door leading into the mud room; directly above the door is an operational, top-hinged transom window with original metal transom operator. A large, recessed panel, wood cabinet covers the west wall; this built-in is approximately the same height as the doors and has simple, round, wood pulls. Just north of this cabinet is a walnut, recessed panel door with glass knob and operational transom; this door leads into the main floor hallway. Beside this door, at the west corner of the north wall, is a recessed panel door that has been painted white, with round iron knob; this door provides access to stairs leading to the basement.

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West of the kitchen is a small mud room, created when a back porch area was enclosed in 1976 (*see photo 15*). The floor in this room is covered with square vinyl tiles. Flush wood board siding, originally on the exterior of the house, is present on the walls. An original, hammered copper, square pendant light fixture is centered on the ceiling and matches others throughout the house. A single, wood-and-glass door with glass knob and single-light transom is located on the north wall and provides access to the main hallway.

Immediately north of the mud room is a short hallway that leads to the two bedrooms on this level. A small closet is located closest to the mud room on the south wall of the hallway; it has a single, recessed panel wood door with glass knob. Door trim and baseboards continue into this space and a small, original, brass lantern-style fixture hangs above. Just west of the closet is the back bedroom, accessed through a recessed panel door with glass knob and single-light operational transom (*see photo 17*). The bedroom retains wood floors and original trim throughout, and all walls are wallpapered. A small closet, access through a recessed panel wood door with glass knob, is located in the northeast corner of the room on the east wall. The original ceiling light in this room is a brass fixture with a turned rod, finial base, and three curved arms with floral-patterned, frosted glass, hexagonal, flared-bell globes.

Directly across the hallway is a second bedroom, with an identical door, finishes and materials as the first (*see photo 20*). A small dressing room, with original door and built-in cabinetry, is located on the north wall near the northwest corner. The south wall contains a door that provides access to the only bathroom on this level; the door has original finish on the bedroom side, but is painted white on the bathroom side. The full bathroom has pinwheel-pattern, black-and-white porcelain tile floors, white-painted wood baseboards, and a chair rail with beadboard wainscoting (*see photo 18*). A porcelain tub is centered below the window on the west wall and is flanked by built-in solid wood cabinets with modern metal pulls. A porcelain pedestal sink is located on the south wall, with one of the original radiators and a small water closet just east of it.

The main hallway is a narrow corridor with dark, wood baseboards and door trim that provides a stark contrast to the light-colored walls, which have paint over wallpaper (*see photo 16*). Doorways on either side provide access to the front bedroom, dining room, and back staircase. Near the corner of the west wall is a small closet with original door; directly across from this is a door that leads into the back staircase, with original, dark-stained, wood steps and white-painted flush board walls (*see photo 19*). Just north of the staircase is a door that leads into the dining room; directly across from this is a door that provides access to the front bedroom. A modern ceiling fan with globe lights hangs above this space. The north end of the hallway contains two wood-and-glass doors with twelve-light transom and glass knobs. An additional door to the dining room is just north of this opening on the east hallway wall. The hallway terminates at the den, where there is a small hall closet, an additional door to the front bedroom, and another of the original square pendant lights (*see photo 21*).

Second Floor

The main staircase accesses the second floor near the northwest corner of the house, where a small, wood landing and single, fifteen-light, wood-and-glass door lead to the hallway (*see photo 22*). A band of heavy, dark, wood trim wraps around the stairwell, a detail formed from the convergence of the downstairs ceiling trim and the upstairs baseboards. Wallpaper lines the walls of the stairwell. Above the landing is a Neoclassical, white, acorn-style flush-mount light.

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Immediately north of the landing is the front bedroom, accessed by a pair of fifteen-light, wood-and-glass doors with glass knobs. Wood floors flow into this bedroom from the hallway, and original baseboards, door and window trim are present (*see photo 23*). A small storage closet is located on the west wall, and this room is wallpapered. A white-painted, recessed panel door with glass knob on the east wall leads into a bathroom (*see photo 24*).

A full bathroom in this space has black-and-white, hexagon-and-diamond ceramic tile floors, white-painted wood baseboards and a sloped ceiling. Two recessed panel, white-painted wood doors are located on the north wall, providing access to storage and utility spaces. The ceiling contains a single, modern, flush-mount globe light. A pedestal sink, toilet, and ceramic tile-lined bathtub complete the room. A fourth door, located on the south wall, opens into a small kitchen space.

The pass-through kitchen has tile floors that match the bathroom, white-painted wood baseboards and a flat, wood chair rail. Wood cabinets with latching locks line the north wall; a small, original, metal cabinet with rounded edges, "American Kitchens" emblem, and porcelain sink is just below. A metal breaker box is located on the south wall, and just east of it is a recessed panel wood door that leads into a bedroom (*see photo 25*).

The east bedroom on the second floor is wallpapered, with hardwood floors; white-painted wood baseboards, door and window trim are present (*see photo 26*). An original, hammered copper, square pendant light fixture with four shades and trefoil detail is centered on the ceiling and simple crown molding lines the room. Two paired, ten-light, wood-and-glass folding doors are located on the west wall and lead into the hallway.

Wood floors and white-painted wood baseboards and trim are located throughout the hallway (*see photo 27*). The space is wallpapered throughout, and an original brass pendant light is centered about halfway back; the decorative light has an acorn-shaped, glass globe with a band of cut-outs and four chains connecting the fixture to the ceiling.

The west bedroom is accessed from the hallway via two paired, ten-light, wood-and-glass folding doors identical to those in the east bedroom. Walls are painted, original hardwood floors are located throughout, and all door and window trim, baseboard and crown molding is wood and painted white (*see photo 28*). An original pendant light fixture, identical to that found in the east bedroom, is centered in the ceiling. Centered on the south wall is a single, wood, recessed panel door with glass knob that leads into a full bathroom.

This secondary bathroom has wood floors, white-painted wood baseboards and trim, and a white-painted wood chair rail with square, white ceramic tile below and wallpaper above (*see photo 29*). The ceiling slopes down slightly near the south wall and has wallpaper over visible narrow wood boards; a modern fixed metal-and-frosted-glass ceiling light is centered above. A ceramic pedestal sink is located along the south wall near a freestanding ceramic tub; two brass wall sconces with frosted glass globes are located above the sink. The south wall contains a single, wood, recessed panel door with glass knob that leads into a storage closet. A small, recessed, white-painted wood, built-in medicine cabinet with single-light, hinged door is set into the north wall near the west corner of the room. The east wall contains a single, recessed panel, wood door with solid brass knob, which leads into a small water closet that has the same finishes as the rest of the bathroom; the south wall of the water closet has an identical door providing access to the main hallway. Just south of

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the water closet door is one of the original radiators. Continuing south on this wall is an additional recessed panel, single wood door that leads into the hallway.

A small room, currently used as an office space, is located at the south end of the hallway (*see photo 32*). This room is accessed via two fifteen-light, wood-and-glass doors and has hardwood floors; all wood trim is painted white, including wide baseboards. Walls and crown molding are painted in this space. A modern, four-light wood-and-brass ceiling fan is centered in the room. A single, recessed-panel wood door with modern metal knob is located on the east wall in the northeast corner of the room; this provides access to a small storage closet.

Along the hallway and to the northeast of the office is a single, recessed panel wood door that provides access to the rear stairwell (*see photo 30*). The landing has dark, original hardwood floors and flush wood boards on the walls and ceiling. Wide wood baseboards, wood door and window trim are painted white. A low, wood balustrade with square balusters has a stepped, square-edge railing and jogs back towards the south wall about halfway into the landing. An unpainted, wall-mounted, solid wood railing is located along the south wall and extends part-way down to the first floor.

Near the southeast corner of the stairwell, a single, recessed panel, wood door with glass knob provides access to a half bath (*see photo 31*). The half bath has the same finishes as the stairwell, with a toilet near the east end of the room, a ceramic pedestal sink at the west end, and a small, flush-board, hinged, wood access hatch on the south wall. A wall-mounted light with pull chain is located above the access hatch.

Few changes are present in the house, but the most interesting one may be the second floor hallway doors. These doors are believed to date from around WWII, when this area of the house was used as a dance space. Exterior photos indicate two slight changes to the fenestration, the first of which is where the window at the butler's pantry was lengthened but not widened (*see figure 3*). The second change is where a small window was added near the chimney, when a portion of the second floor was used as an apartment to help relieve a WWII-era housing shortage in Tullahoma when soldiers were stationed at nearby Camp Forrest. The second floor kitchen space was added in the early 1940s.

Garage (c. 1920), contributing building

Located approximately ten feet west of the house is a one-story, rectangular, two-bay garage (*see photo 4*). The building is clad in weatherboard siding on the west, east, and south elevations; common bond brick veneer and asphalt shingle tabs cover the façade (east elevation). The garage has a low-pitched, front-gable asphalt shingle roof with a wide overhang and exposed rafters. Each of the openings contains two doors comprised of horizontal wood battens, metal strap hinges and wood cross-bracing.

Pre-Fabricated shed (c. 1990), non-contributing building

A non-historic, rectangular, one-story storage shed is located approximately fifteen feet south of the house (*see photo 8*). The single-bay shed has a low-pitched front-gable asphalt shingle roof and wood panel siding. The façade (east elevation) contains two board-and-batten doors with metal strap hinges and cross-bracing. A small vent is located in the gable field and a modern electric flood light hangs over the doors on this elevation. The west and east elevation each contain one, centered, double-hung four-over-four vinyl window.

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8. Statement of Significance

Applicable National Register Criteria

(Mark "x" in one or more boxes for the criteria qualifying the property for National Register listing.)

- A Property is associated with events that have made a significant contribution to the broad patterns of our history.
- B Property is associated with the lives of persons significant in our past.
- C Property embodies the distinctive characteristics of a type, period, or method of construction or represents the work of a master, or possesses high artistic values, or represents a significant and distinguishable entity whose components lack individual distinction.
- D Property has yielded, or is likely to yield, information important in prehistory or history.

Criteria Considerations N/A

(Mark "x" in all the boxes that apply.)

Property is:

- A Owned by a religious institution or used for religious purposes.
- B removed from its original location.
- C a birthplace or grave.
- D a cemetery.
- E a reconstructed building, object, or structure.
- F a commemorative property.
- G less than 50 years old or achieving significance within the past 50 years.

Areas of Significance

(Enter categories from instructions.)

ARCHITECTURE

Period of Significance

1917

Significant Dates

N/A

Significant Person

(Complete only if Criterion B is marked above.)

N/A

Cultural Affiliation

N/A

Architect/Builder

Unknown

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Statement of Significance Summary Paragraph

The Wilson-Crouch House is eligible for listing in the National Register of Historic Places under Criterion C in the area of architecture at the local level of significance. Constructed in 1917 for John Van Wilson and his wife Nellie Wood Wilson, the residence is a strong and intact example of a Craftsman bungalow. The brick and shingle building retains its original rectangular plan and features a flared, side-gable asphalt shingle roof with a centered front-gable dormer, triangular knee braces, and a full-width front porch with battered brick piers and a solid brick railing. Original features and materials are present throughout the interior, including wood trim, hardwood paneling, French doors, and built-in cabinetry. Located on South Jackson Street, approximately three blocks south of downtown Tullahoma, the house stands on a major secondary thoroughfare at the edge of a residential area and the locally-designated Public Square Historic District. As one of few early-20th-century residences that survived post-WWII development in Tullahoma, the house retains a high degree of integrity in location, design, materials, feeling, workmanship and association and reflects its significance as perhaps the best example of a Craftsman bungalow in the city. The period of significance is defined as 1917, which aligns with the date of construction.

The Wilson-Crouch House meets the registration requirements for residential properties set forth in the *Historic and Architectural Resources of Tullahoma, Coffee County, Tennessee* Multiple Property Documentation Form.

Narrative Statement of Significance

19th and 20th Century Growth and Residential Development in Tullahoma

The city of Tullahoma, located twelve miles from the county seat of Manchester, sits midway between Nashville and Chattanooga, Tennessee. A railroad town, Tullahoma was surveyed and established in 1851 and chartered in 1852.¹ An early Tullahoma map dated 1856, drawn by Dr. Thomas Anderson shows the boundary of the Town Company Land of the Nashville and Chattanooga Railroad. Dr. Thomas Anderson was one of the first settlers of Tullahoma. He was a land speculator and involved with the land sale of lots to the N&C Railroad.² Early Tullahoma was the main labor camp for the Nashville and Chattanooga Railroad, and that industry was the largest contributor to the economic development of Tullahoma in its early years, as the city was the only shipping point for north and south in this part of Middle Tennessee.³

Early on, the railroad influenced the development of residential neighborhoods in Tullahoma. Railroad managers and the merchant class built residences on the east side of the tracks, concentrated along North Atlantic and North Washington Streets. At the peak of the Louisville and Nashville Railroad operations (1900-1920), the railroad expanded its service and increased Tullahoma's role as an operations terminal, which had a major impact on the development of Tullahoma.⁴ A need for working-class housing for the influx of railroad employees resulted in the establishment of a working-class residential neighborhood in and around the six-hundred block of North Washington Street, convenient to the railroad yards and two blocks away from the upper-class neighborhoods of South Jackson Street. On June 30, 1916, John Van Wilson and

¹ *The Heritage of Coffee County*, Missouri: Walsworth Publishing, 2004, 137.

² Betty Anderson Bridgewater, "Dr. Thomas Anderson," *Coffee County Historical Society Quarterly* 6, no 3 (1975): 27.

³ *The Heritage of Coffee County*.

⁴ *Ibid.*

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his wife Nelle Wood Wilson bought the 90' x 135' lot on South Jackson Street from John Harton; they built the house at 216 South Jackson Street in 1917.⁵

Transportation once again dictated the development of residential and industrial/commercial development in Tullahoma, when the Dixie Highway, which extended from Ontario, Canada south to Miami, Florida, was completed in 1927; the Eastern and Western divisions passed through Tennessee.⁶ The Western Route ran through Tullahoma, with South Jackson Street utilized as the route through the city. This influx of travelers, combined with the industrial economic boom, resulted in widespread replacement of previously built homes, or the construction of bungalows and stylish modern homes on South Jackson in the 1920s and 1930s.⁷ This sparked the rise of a new residential neighborhood along South Jackson Street (*see figures 1 and 2*). Additionally, increased traffic and tourists along South Jackson Route of the Dixie Highway led to changes in the built environment of Tullahoma along S. Jackson Street. The demand for gas stations, hotels, and eateries resulted in the transformation of a predominately residential area to the commercial hub of Tullahoma. The majority of bungalows and modern houses constructed in the 1920s and 1930s were demolished to make land available for these new commercial buildings.⁸

On the eve of World War II, Tullahoma had the largest population in the county (5,000) and was the principle location for industry. World War II brought Camp Forrest to Tullahoma, along with an influx of soldiers and jobs. Camp Forrest, one of the largest U.S. Army training bases during WWII, facilitated two battalions of Rangers, eleven infantry divisions, and medical and supply units.⁹ At one point, seventy thousand soldiers were stationed at Camp Forrest along with twelve thousand civilian employees. This increase in population created a housing shortage. Many residents responded by opening their homes to soldiers, as well as renovating and converting upper level into apartments or boarding houses, as was done at 216 S. Jackson Street. In addition, the wave of new construction to accommodate the demand for new industry and services further transformed South Jackson Street into a commercial corridor. By 1943, Camp Forrest saw a shift from a training facility to a POW camp for German and Italian prisoners, and the camp was decommissioned in 1946.¹⁰ At the start of WWII, Tullahoma's population was approximately 4,500, but by the end of the war, their population had reached 75,000. Overcrowded stores, roads and lack of housing were just a few of the issues that had to be addressed during this era due to the large influx of soldiers in a short span of time.

⁵ Coffee County Archives, Deed Book 24, p. 280.

⁶ Leslie Sharp, "The Dixie Highway Association," *The Tennessee Encyclopedia of History and Culture*, Knoxville: University of TN Press, 2009, <http://tennesseencyclopedia.net/entry.php?rec=382>, accessed August 30, 2017.

⁷ Carroll Van West, *Historic and Architectural Resources of Tullahoma, Tennessee National Register Multiple Property Documentation Form*, Murfreesboro, January 1993.

⁸ *The Heritage of Coffee County*.

⁹ Michael, Bradley, *The Tennessee Encyclopedia of History and Culture*, "Camp Forrest", (Knoxville: University of TN Press, 2009), <https://tennesseencyclopedia.net/entry.php?rec=178>, accessed August 30, 2017.

¹⁰ Elizabeth Taylor, *Camp Forrest*, Tennessee: Arcadia Publishing, 2016, 2.

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Architecture

The Wilson-Crouch House is a good example of a Craftsman bungalow, distinguished by its full-width front porch with tapered supports, low-pitched gable roof, and flared, wide-overhanging eaves with exposed rafters and knee braces. Gable dormers and original, wood, multi-light windows contribute to the aesthetic appeal that was in fashion during the early-20th century, when Craftsman styling dominated American house designs.¹¹ The interior of the Wilson-Crouch House displays original woodwork and materials throughout, including tapered interior supports, built-in cabinetry, and solid wood paneled doors. The house embodies the Craftsman style and retains a high degree of design, materials, and workmanship.

In this neighborhood, where many houses were constructed in the early- to mid-20th century, the Wilson-Crouch House stands out as a highly-intact example of the Craftsman style. While other bungalows exist, especially within the Public Square local historic district, many of those buildings have endured significant alterations, including window replacements, application of vinyl siding, and minor additions (as seen along West Warren and South Jefferson Streets) and display minimal, or obscured, stylistic detail.

Located one block south of the Wilson-Crouch House are two comparable houses in style in form, yet they do not display the high level of detail as shown on the nominated property. The house at 304 South Jackson Street is the c.1910 Clayton-Hull House. The home is a one-and-one-half story, weatherboard frame house with Eclectic Bungalow influences. The house has a full-width covered front porch with tapered supports and shallow arches, gable dormer, and multi-light sash windows. The building appears to have an addition at the southeast corner. Further south at the corner of West Dechard Street, 320 South Jackson Street is a c. 1918 side-gable bungalow with Craftsman influences. The house has a partial-width front porch with tapered supports, wide overhanging eaves with exposed rafters, gable dormer and multi-light wood windows. Exterior wall cladding is wood with stucco, and a carport is attached at the northwest corner. While both of these houses exhibit a bungalow form and Craftsman influences, they no appear to be significant examples of the style as compared to the Wilson-Crouch House.

Wilson-Crouch House Ownership and Family History

John V. Wilson was one of eight children of Riley Wilson and Sarah Blanton Wilson, who came to Tullahoma in 1869 and established a general store named Wilson's (in operation until 1956). The store was bought from Riley Wilson by his son, William Henry, and passed down through his descendants. Brother John Van is said to have helped in the store and had a tailor shop.¹²

On February 7, 1924, John V. and Nelle Wood Wilson sold the house to Heloise Hickerson Crouch and Hubert Adair Crouch for \$11,000, along with a 100' x 200' lot located three doors south on S. Jackson Street. The deed specifically stated that the conveyance included "...the hot water boiler, and the electric

¹¹ Blythe Semmer, Earlice C. Taylor, and Carroll Van West, "Glenview Historic District," National Register of Historic Places nomination form, Murfreesboro, November 10, 1998.

¹² Marjorie Collier, "Wilson-Crouch House," *Tullahoma Time-Table* April (1985): 12.

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fixtures and globes now in the house, and one vacuum cleaning outfit; one built-in cabinet in the dressing room, north bedroom.”¹³

H.A. Crouch was president and manager of the Tullahoma Ice & Coal company from its beginning in 1912. He was described as being progressive and innovative throughout his life until his death in 1958. He was active in civic affairs including the City School Board, Rotary Club, director of Board of Trade, member of Knights of Pythias and active in the Methodist Church.¹⁴ When the Crouches moved to the 216 S. Jackson house they had two sons, Hubert, Jr. (six years) and Allan (six months). Hubert Jr. may have lived there until his marriage to Jane Smotherman in 1941, or until he left for the Army in 1942; Jane was the sister of Paul Smotherman, owner of the Smotherman House (211 W. Blackwell St.) for many years. Hubert, Jr. entered the Army as a private and was mustered out in 1946 as a major. He was also active in civic affairs, both at the local and state level when he was active in managing Governor Browning’s campaign. Crouch was active in obtaining a new National Guard Armory and a new Tullahoma-Lynchburg Highway. He was owner of Crouch Motor Company and Crouch and Crutcher Oil Company, Inc. He was one of the organizers of Tullahoma Trades Inc., a veteran training institution. He was a member of the Rotary Club, the Chamber of Commerce, Elks Club, VFW, and First Methodist Church, all of this by the time he was thirty-four years old. Allan Crouch served as a president of the Rotary Club, member Board of Directors of First National Bank and Tennessee Oil Marketers Association, Coffee County Library Board, and owner of Crouch Oil Company.¹⁵

Hubert Crouch, Sr., died in 1958 and his wife, Heloise, died in 1969, leaving the property to the two sons. On July 19, 1971, Hubert, Jr. transferred his half interest in this and other properties to his brother, Allan.¹⁶ By 1992, Allan had married Judy Matheny and put his ownership in a marital trust. Allan Crouch died June 8, 1999 and the house was inherited by his wife, Judy. She sold the property to Donna Faye Rinehart, the present owner, on April 28, 2003. Donna is a retired business woman and past president of the Historic Preservation Society of Tullahoma. In discussions with Judy and Donna, it is clear that the families have realized the significance of the house to the town, both for its architecture and history, and have made great efforts to maintain and preserve it.

¹³ Coffee County Archives, Deed Book 34, p.283.

¹⁴ Allan Crouch, "A Short History of the Tullahoma Ice & Coal Company," April 1987, p. 20.

¹⁵ Ewell Leighton, *History of Coffee County, Tennessee* (Manchester: Doak Printing Co, 1936), p. 55-56.

¹⁶ Coffee County Deed Book 112, p. 178.

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9. Major Bibliographic References

Bibliography

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- Bradley, Michael. *The Tennessee Encyclopedia of History and Culture*, "Camp Forrest", (Knoxville: University of TN Press, 2009), <https://tennesseencyclopedia.net/entry.php?rec=178>, accessed August 30, 2017
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- . Interviews with Allan and Judy Crouch in 1983, Robert Ratcliffe in 2001, and Donna Rinehart Dailey in 2005 and 2017.
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- Sharp, Leslie. "The Dixie Highway Association." *The Tennessee Encyclopedia of History and Culture*, (Knoxville: University of TN Press, 2009), <http://tennesseencyclopedia.net/entry.php?rec=382>, accessed August 30, 2017.
- Taylor, Elizabeth. *Camp Forrest*. Tennessee: Arcadia Publishing, 2016.

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West, Carroll Van. *Historic and Architectural Resources of Tullahoma, Tennessee National Register Multiple Property Documentation Form*. Murfreesboro, January 1993.

“Wilson’s Department Store in Operation for 99 years.” *The Tullahoma News*. Lakeway Publishers, 1976, See also *H.A. Crouch, Jr.*, p. 7 – G, 1976.

Previous documentation on file (NPS):		Primary location of additional data:	
<input checked="" type="checkbox"/>	preliminary determination of individual listing (36 CFR 67 has been requested)	X	State Historic Preservation Office
<input type="checkbox"/>	previously listed in the National Register		Other State agency
<input type="checkbox"/>	previously determined eligible by the National Register		Federal agency
<input type="checkbox"/>	designated a National Historic Landmark		Local government
<input type="checkbox"/>	recorded by Historic American Buildings Survey #		University
<input type="checkbox"/>	recorded by Historic American Engineering Record #		Other
<input type="checkbox"/>	recorded by Historic American Landscape Survey #	Name of repository:	
Historic Resources Survey Number (if assigned): CF00497			

Wilson-Crouch House
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10. Geographical Data

Acreage of Property 0.28 acres **USGS Quadrangle** Tullahoma 86-SW

Latitude/Longitude Coordinates

Datum if other than WGS84:
(enter coordinates to 6 decimal places)

Latitude: 35.359440

Longitude: -86.209869

Verbal Boundary Description

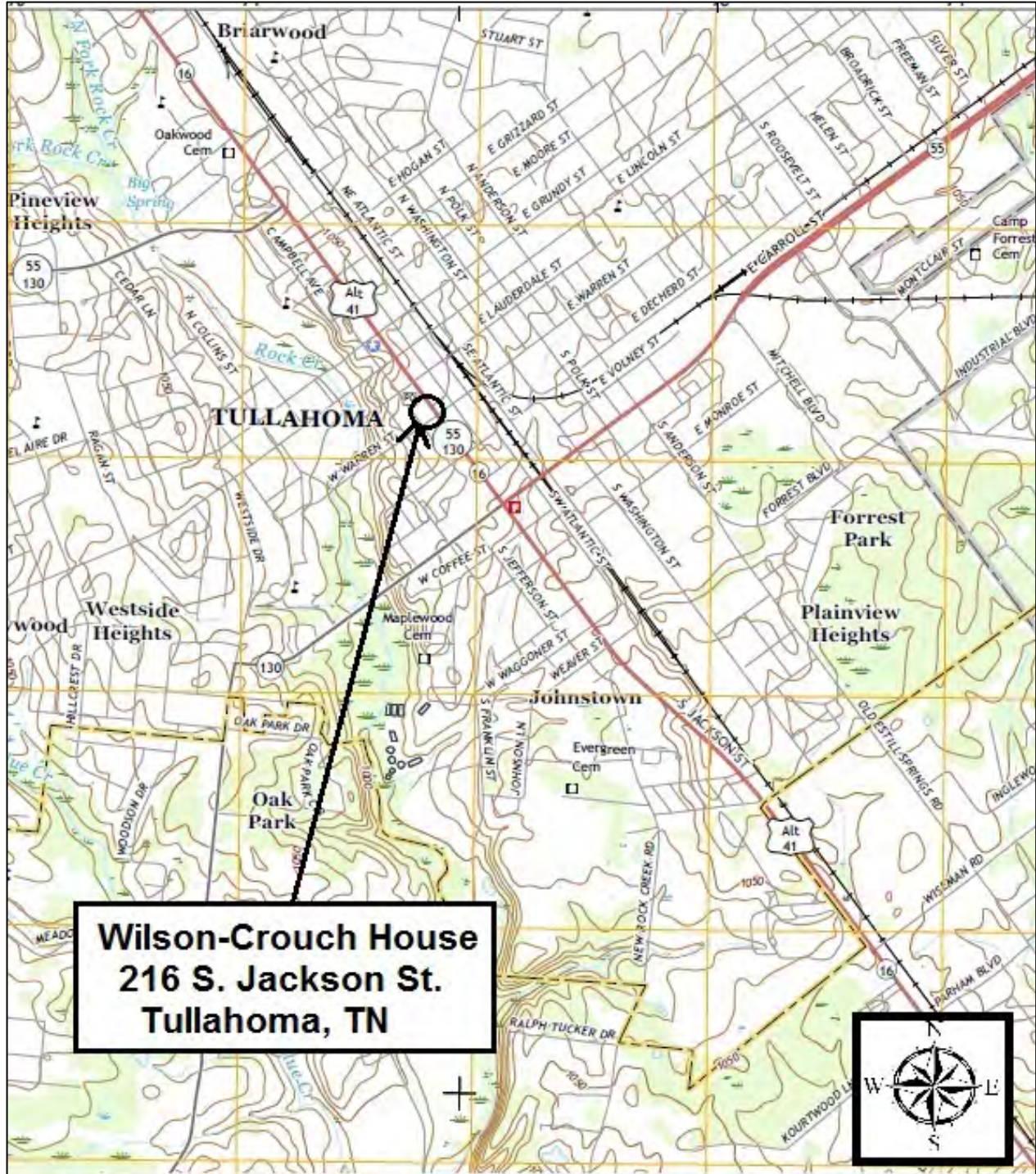
The National Register boundary for this property aligns with the boundaries of Coffee County parcel 124N H 025.00. The boundary begins at the southwest corner of the intersection at South Jackson Street and West Warren Street, extends 135 feet southwest along West Warren Street, 90 feet northwest along the rear parcel boundary, 135 feet northeast (bounded by non-historic commercial development), and 90 feet southeast along South Jackson Street.

Boundary Justification

The boundaries include the property that is historically associated with the Wilson-Crouch House.

Wilson-Crouch House
Name of Property

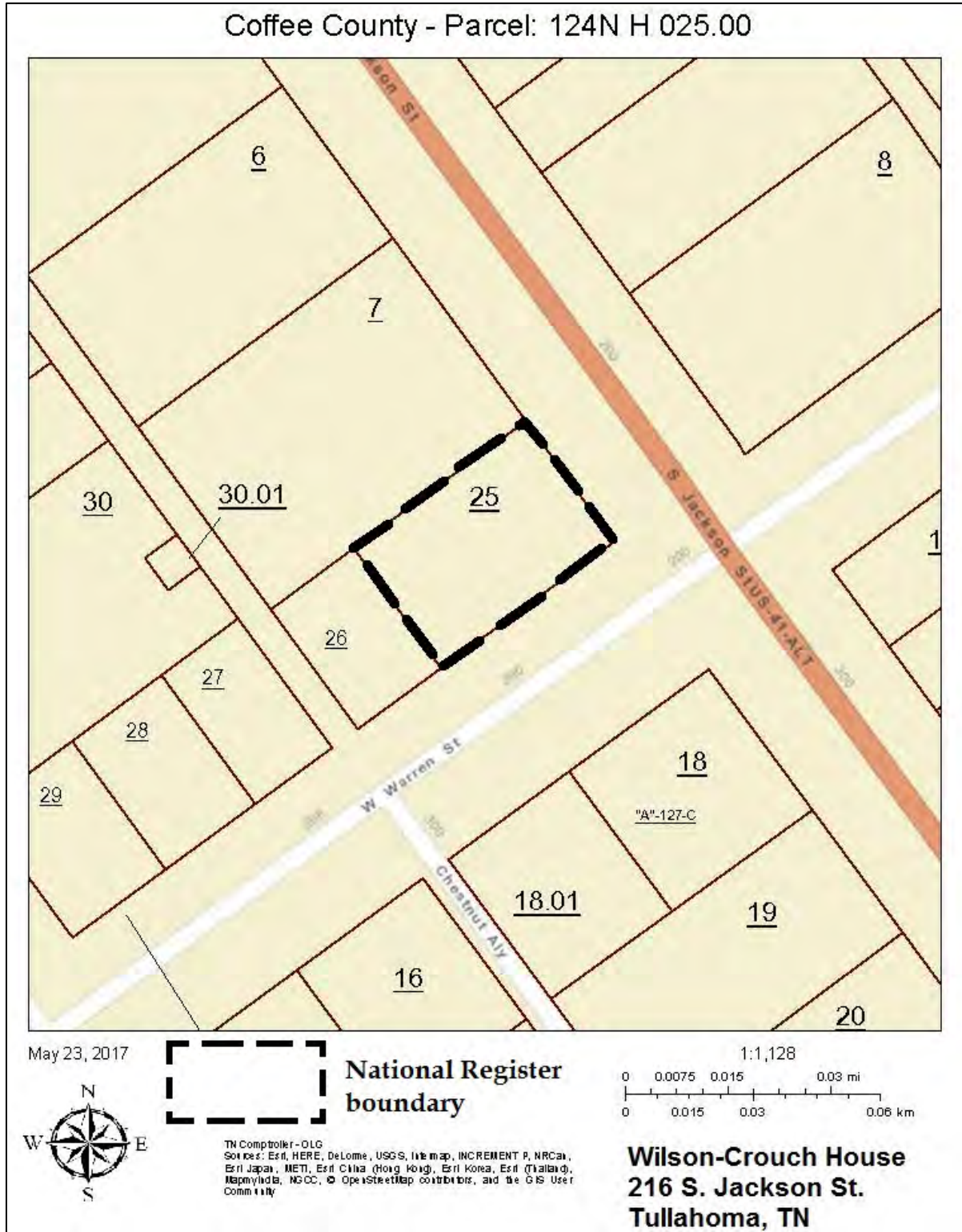
Coffee County, TN
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USGS Topographical Map (Tullahoma Quadrangle, 86-SW) showing location of the Wilson-Crouch House.

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Parcel tax map with National Register Boundary for Wilson-Crouch House.

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Name of Property

Coffee County, TN
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Aerial parcel tax map with National Register Boundary for Wilson-Crouch House.

Wilson-Crouch House
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11. Form Prepared By

Name Teresa Prober (SCTDD) and Caroline Eller (Tennessee Historical Commission)
Organization South Central Tennessee Development District
Street & Number 101 Sam Watkins Blvd. Date _____
City or Town Mount Pleasant Telephone (931) 379-2944
E-mail tprober@sctdd.org State TN Zip Code 38474

Additional Documentation

Submit the following items with the completed form:

- **Maps:** A **USGS map** or equivalent (7.5 or 15 minute series) indicating the property's location.
- **Sketch map** for historic districts and properties having large acreage or numerous resources. Key all photographs to map.
- **Photographs** (refer to Tennessee Historical Commission National Register *Photo Policy* for submittal of digital images and prints)
- **Additional items:** (additional supporting documentation including historic photographs, historic maps, etc. should be included on a Continuation Sheet following the photographic log and sketch maps)

Paperwork Reduction Act Statement: This information is being collected for applications to the National Register of Historic Places to nominate properties for listing or determine eligibility for listing, to list properties, and to amend existing listings. Response to this request is required to obtain a benefit in accordance with the National Historic Preservation Act, as amended (16 U.S.C.460 et seq.).
Estimated Burden Statement: Public reporting burden for this form is estimated to average 100 hours per response including time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form. Direct comments regarding this burden estimate or any aspect of this form to the Office of Planning and Performance Management, U.S. Dept. of the Interior, 1849 C. Street, NW, Washington, DC.

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Photo Log

Name of Property: Wilson-Crouch House
City or Vicinity: Tullahoma
County: Coffee State: TN
Photographer: Caroline Eller, Tennessee Historical Commission
Date Photographed: April 21, 2017

Description of Photograph(s) and number, include description of view indicating direction of camera:

- 1 of 32. North elevation (façade). Photographer facing south.
- 2 of 32. Northwest oblique. Photographer facing southeast.
- 3 of 32. West elevation. Photographer facing southeast.
- 4 of 32. Garage, north elevation. Photographer facing south.
- 5 of 32. South elevation of house and west elevation of shed. Photographer facing east.
- 6 of 32. Northeast oblique. Photographer facing southwest.
- 7 of 32. East elevation. Photographer facing northwest.
- 8 of 32. Shed, north elevation. Photographer facing south.
- 9 of 32. View of den and staircase. Photographer facing west.
- 10 of 32. View of den and living room. Photographer facing east.
- 11 of 32. View of living room. Photographer facing east.
- 12 of 32. View of dining room. Photographer facing south.
- 13 of 32. View of butler's pantry. Photographer facing north.
- 14 of 32. View of kitchen. Photographer facing north.
- 15 of 32. View of kitchen looking into mud room. Photographer facing west.
- 16 of 32. View of first floor hallway. Photographer facing north.

Wilson-Crouch House
Name of Property

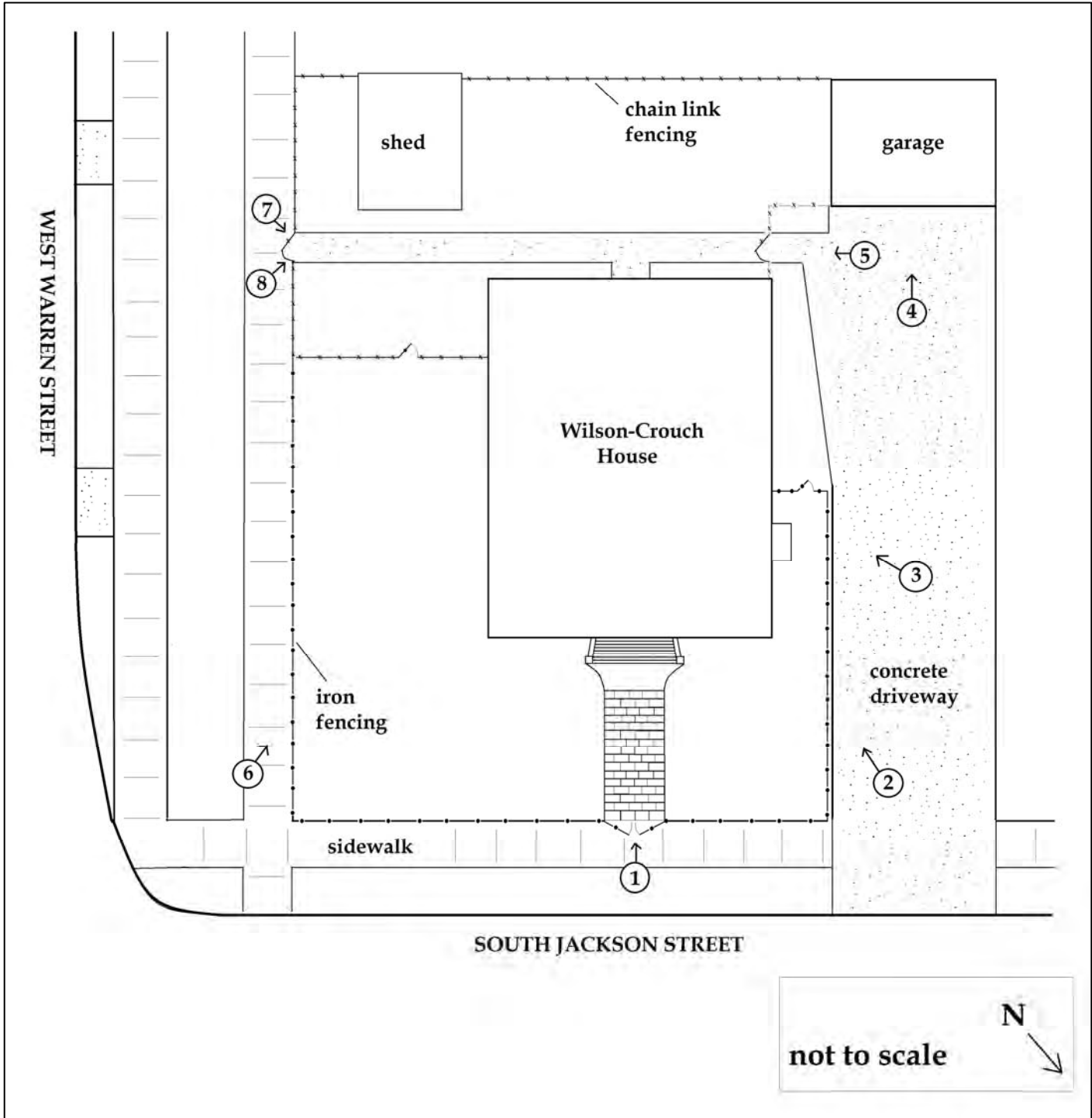
Coffee County, TN
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-
- 17 of 32. View of first floor bedroom. Photographer facing north.
 - 18 of 32. View of first floor bathroom. Photographer facing west.
 - 19 of 32. View of back staircase. Photographer facing southeast.
 - 20 of 32. View of first floor bedroom. Photographer facing west.
 - 21 of 32. View of first floor hallway. Photographer facing west.
 - 22 of 32. View of second floor landing. Photographer facing west.
 - 23 of 32. View of second floor bedroom. Photographer facing west.
 - 24 of 32. View of second floor bathroom. Photographer facing east.
 - 25 of 32. View of second floor kitchen. Photographer facing southeast.
 - 26 of 32. View of second floor bedroom. Photographer facing east.
 - 27 of 32. View of second floor hallway. Photographer facing south.
 - 28 of 32. View of second floor bedroom. Photographer facing southwest.
 - 29 of 32. View of second floor bathroom. Photographer facing southwest.
 - 30 of 32. View of back staircase and landing. Photographer facing southeast.
 - 31 of 32. View of second floor half bath. Photographer facing south.
 - 32 of 32. View of second floor office. Photographer facing east.

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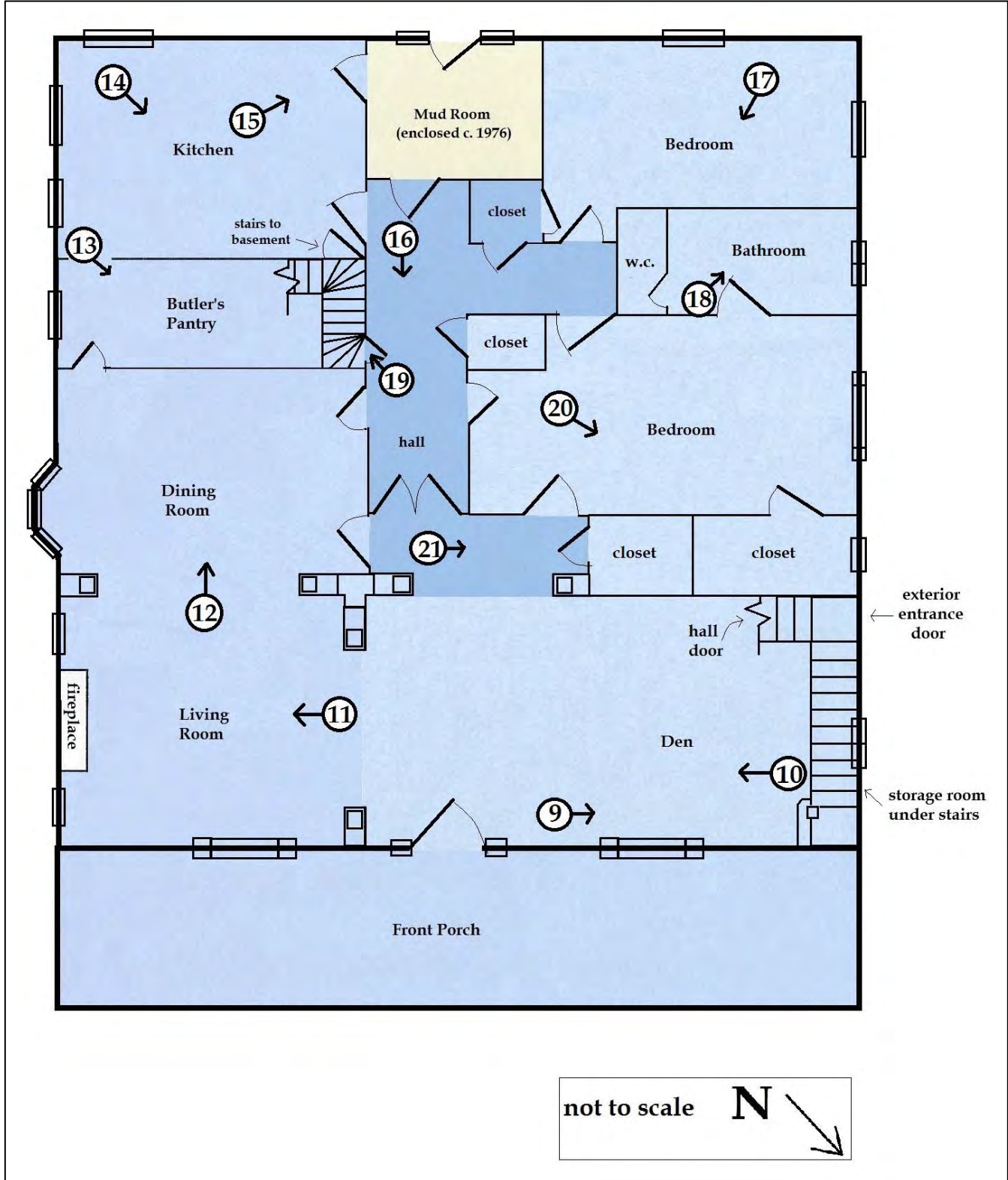
Site Plan w/Photo Key



Wilson-Crouch House
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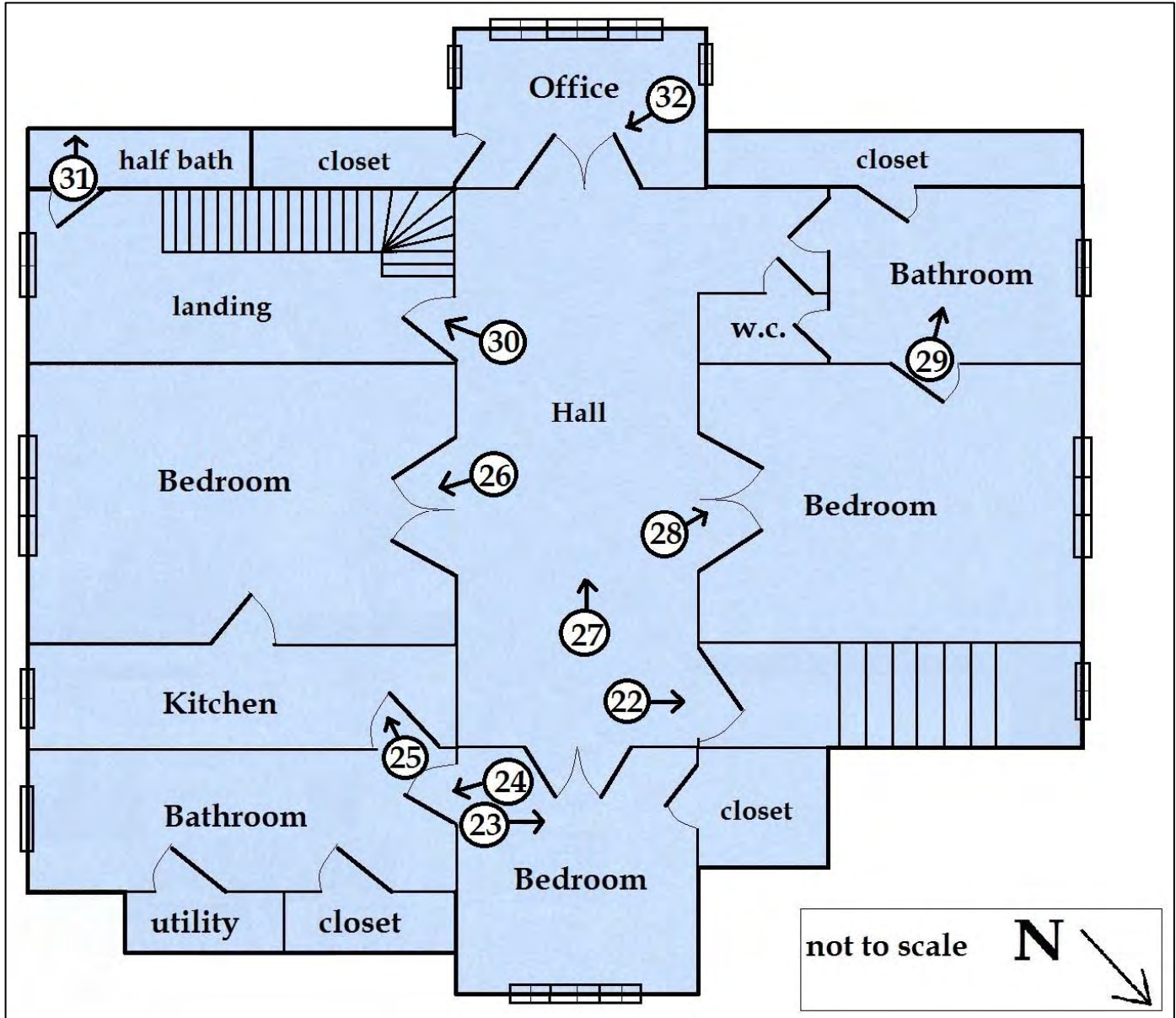
First Floor Plan w/Photo Key



Wilson-Crouch House
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Second Floor Plan w/ Photo Key



United States Department of the Interior
National Park Service

National Register of Historic Places Continuation Sheet

Section number Figures Page 28

Wilson-Crouch House
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Coffee County, TN
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<i>Historic and Architectural Resources of Tullahoma, Coffee County, Tennessee</i>
Name of multiple listing (if applicable)

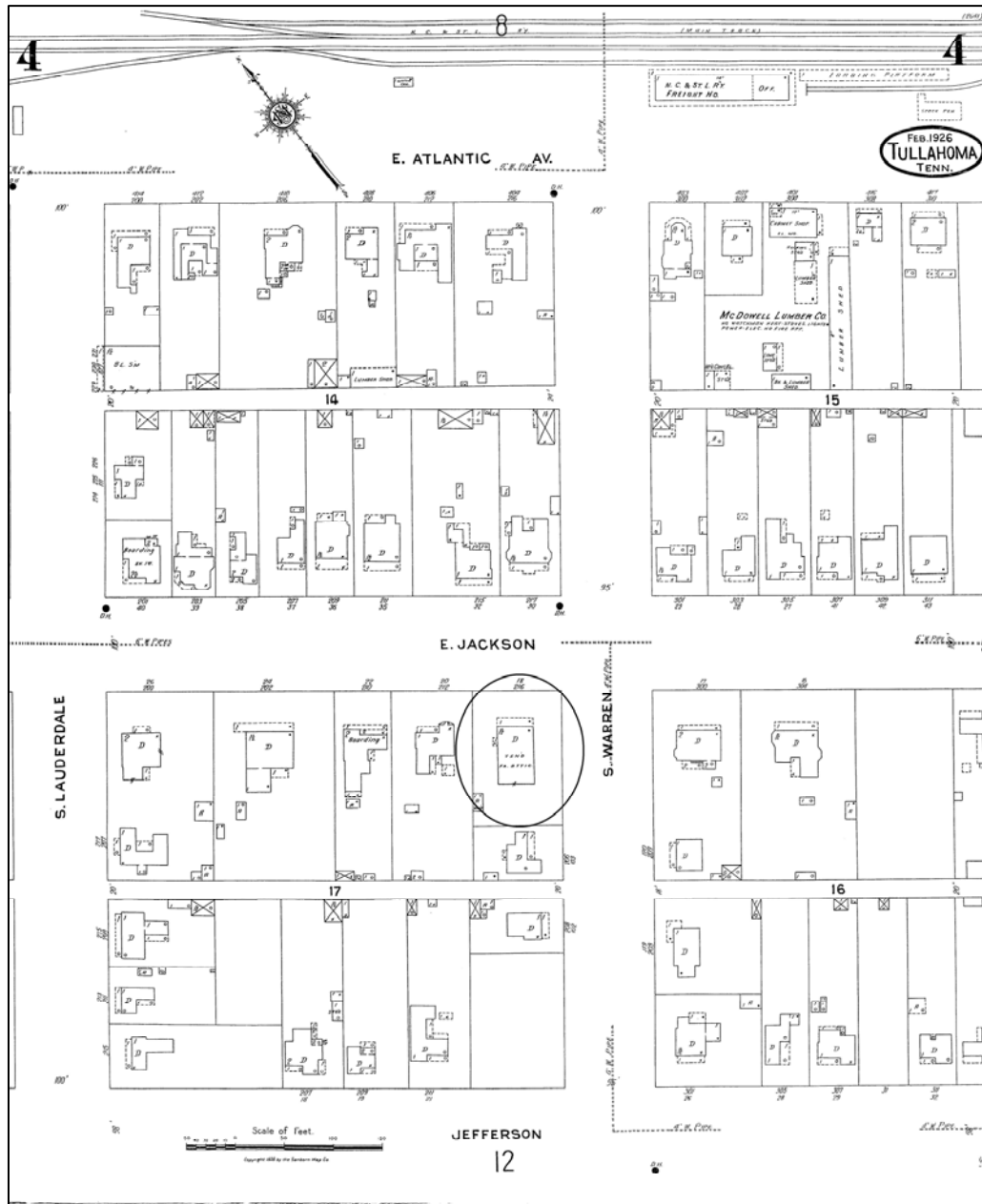


Figure 1. 1926 Sanborn Fire Insurance Map showing location of Wilson-Crouch House.
Source: <http://sanborn.umi.com/>, accessed May 23, 2017.

United States Department of the Interior
National Park Service

National Register of Historic Places
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*Historic and Architectural Resources of
Tullahoma, Coffee County, Tennessee*
Name of multiple listing (if applicable)

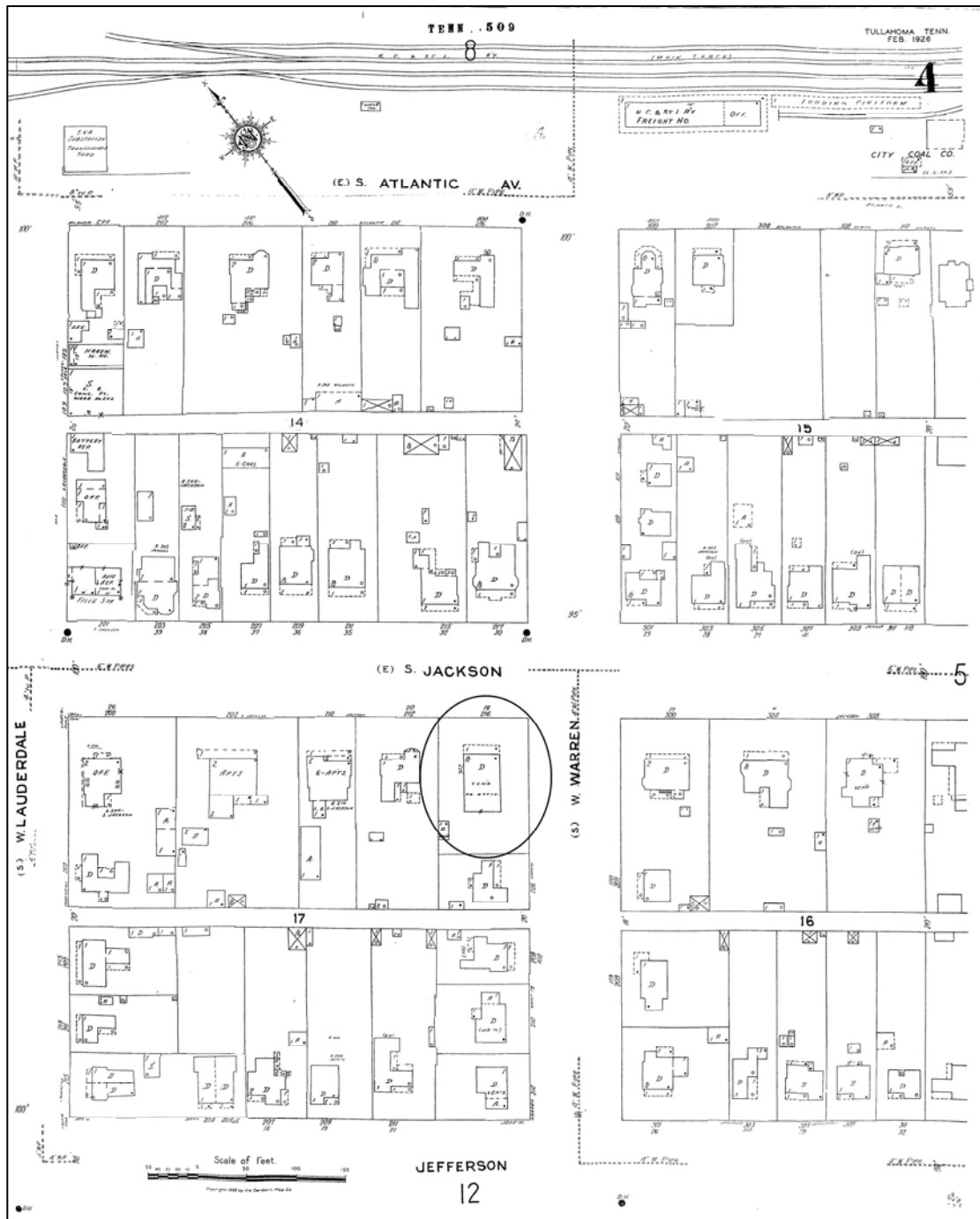


Figure 2. 1959 Sanborn Fire Insurance Map showing location of Wilson-Crouch House.
Source: <http://sanborn.umi.com/>, accessed May 23, 2017.

United States Department of the Interior
National Park Service

**National Register of Historic Places
Continuation Sheet**

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Wilson-Crouch House
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Name of multiple listing (if applicable)



Figure 3. 1926 Pre-WWII image of Wilson-Crouch House.
Source: Marjorie Collier, Historic Preservation Society of Tullahoma.

United States Department of the Interior
National Park Service

**National Register of Historic Places
Continuation Sheet**

Section number Figures Page 31

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Figure 4. Artist sketch of Wilson-Crouch House, by Patricia Clemens.
Source: Tullahoma Time-Table, April 1985, p. 12.

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National Park Service

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Continuation Sheet

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Tullahoma, Coffee County, Tennessee*
Name of multiple listing (if applicable)

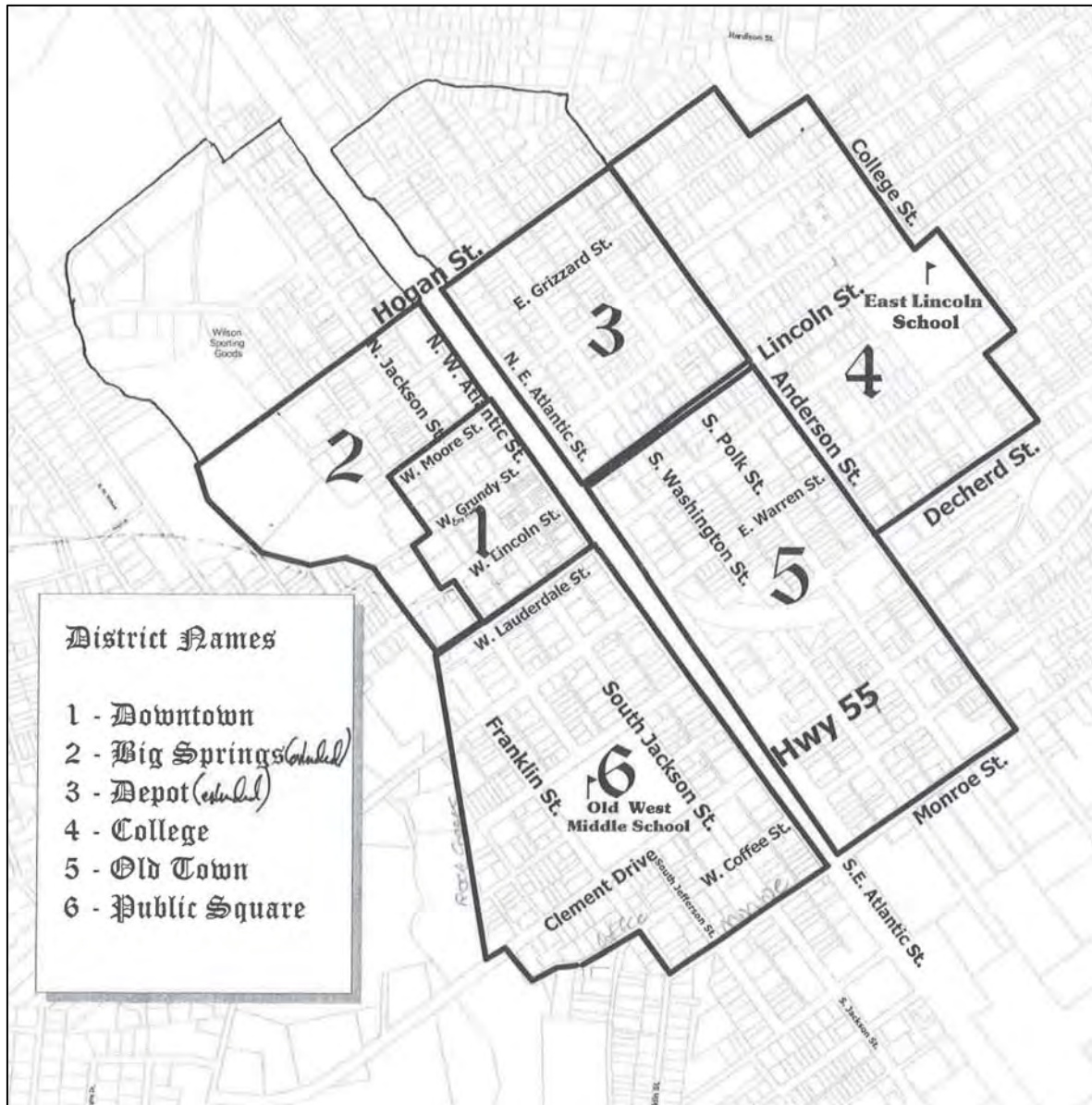


Figure 5. Tullahoma local historic district map showing location of Public Square HD.
Source: Tennessee Historical Commission Information Files.

United States Department of the Interior
National Park Service

**National Register of Historic Places
Continuation Sheet**

Section number Appendix Page 33

Wilson-Crouch House

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Historic and Architectural Resources of
Tullahoma, Coffee County, Tennessee

Name of multiple listing (if applicable)

APPENDIX: Summary of Deed Records

Book	Page	Date	Action
24	280	June 30, 1916	Tripp family sells 90' x 200' lot to John Harton
24	296	June 30, 1916	John Harton sells 90' x 135' lot to J.V. Wilson and wife (Wilsons build present house in 1917).
34	283, 4	Feb. 7, 1924	Wilsons sell house and lot to H.A. Crouch family (H.A. Crouch Sr. dies in 1958 and Mrs. H.A. dies in 1969, sons Allan and Hubert. Jr. inherit house)
112	178	July 19, 1971	Hubert Jr. transfers his ½ interest in house to Allan
230	16	Oct. 20, 1992	Allan puts ownership in a trust, is now married to Judy (Allan Crouch dies June 8, 1999.)
275	578	March 6, 2000	Ownership in Marital Trust
293	785	April 29, 2003	Change of Trust Company
293	994	April 28, 2003	Trust sells property to present owner, Donna Faye Rinehart.





























You are my
SUNSHINE





FAMILY RULES
Each of us
Be Thankful
for what we have
and not for what we
do not have
Be Happy
Show Compassion
BE GRATEFUL
Dream Big
respect one another
Laugh Out Loud



































National Register of Historic Places
Memo to File

Correspondence

The Correspondence consists of communications from (and possibly to) the nominating authority, notes from the staff of the National Register of Historic Places, and/or other material the National Register of Historic Places received associated with the property.

Correspondence may also include information from other sources, drafts of the nomination, letters of support or objection, memorandums, and ephemera which document the efforts to recognize the property.

UNITED STATES DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE

NATIONAL REGISTER OF HISTORIC PLACES
EVALUATION/RETURN SHEET

Requested Action:

Property Name:

Multiple Name:

State & County:

Date Received: 10/4/2017 Date of Pending List: 10/26/2017 Date of 16th Day: 11/13/2017 Date of 45th Day: 11/20/2017 Date of Weekly List:

Reference number:

Nominator:

Reason For Review:

Accept Return Reject 11/20/2017 Date

Abstract/Summary Comments:

Recommendation/ Criteria:

Reviewer Jim Gabbert Discipline Historian

Telephone (202)354-2275 Date _____

DOCUMENTATION: see attached comments : No see attached SLR : No

If a nomination is returned to the nomination authority, the nomination is no longer under consideration by the National Park Service.

RECEIVED
AUG 14 2017
TENNESSEE HISTORICAL COMMISSION

August 8, 2017

Tennessee Historical Commission
State Historic Preservation Office
2941 Lebanon Road
Nashville, Tennessee 37214

Reference: Wilson -Crouch House
216 South Jackson Street
Tullahoma, TN 37388

To Whom it may concern:

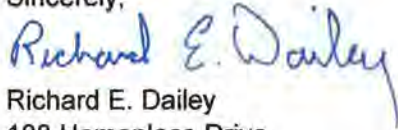
My name is Richard E. Dailey and I am currently husband of Donna Rinehart Dailey.

We are in a divorce complaint and the above property is included as an asset in the divorce proceeding. Since my name is on the mortgage of the property and I have made 100% of all the mortgage payments for the past 12 plus years, I have requested that any attempt to register the above property onto any National or State Registry be deferred until after the divorce is finalized.

I have attached both a copy of the divorce complaint and the April 21, 2017 letter requesting that any attempt to register be placed on hold until the divorce is finalized.

Therefore, also as a co-owner of stated residence, I am requesting that any nomination to the National and Registers of Historic Places be deferred until the legal divorce proceeding is be finalized.

Sincerely,



Richard E. Dailey
108 Homeplace Drive
Pendleton, SC 29670

TISHER, FREE & LYNN, PLLC
ATTORNEYS AT LAW

C. TIM TISHER
MARK A. FREE
CARA E. LYNN

809 SOUTH MAIN STREET, SUITE 200
COLUMBIA, TENNESSEE 38401

Area Code 931
Telephone: 398-5070
Fax: 398-5075

April 21, 2017

Mr. Michael E. Giffin
Robertson, Worsham, Gregory & Giffin, PLLC
P.O. Box 790
Tullahoma, TN 37388

Re: Richard Edward Dailey vs. Donna Faye Dailey
Coffee Chancery No: 2016-CV-251

Dear Mr. Giffin:

It is my understanding that your client is in the process of trying to get the home located in Tennessee registered with on the National Historical Homes Registry. Until this divorce is finalized, Mr. Dailey along with his financial and personal information is still directly connected to this house. He asks that your client put a hold on this process until after the divorce is finalized and, he has been removed for the deed.

If you have any questions or concerns, please don't hesitate to contact my office.

Very truly yours,

TISHER, FREE & LYNN, PLLC

By: _____
CARA E. LYNN

CEL/dld



TENNESSEE HISTORICAL COMMISSION

STATE HISTORIC PRESERVATION OFFICE

2941 LEBANON ROAD

NASHVILLE, TENNESSEE 37214

OFFICE: (615) 532-1550

www.tnhistoricalcommission.org

August 1, 2017

Donna Rinehart Dailey
216 S. Jackson Street
Tullahoma, TN 37388

Dear Ms. Dailey,

We are pleased to inform you that the property:

**Wilson-Crouch House
216 S. Jackson Street
Tullahoma, Coffee County, TN 37388**

will be considered by the State Review Board for nomination to the National and Tennessee Registers of Historic Places. The National Register of Historic Places is the Federal government's official list of historic properties worthy of preservation. Listing in the National Register provides recognition and assists in preserving our Nation's heritage. Properties considered for the National Register are simultaneously considered for the Tennessee Register. Properties listed in the National Register will be automatically included in the Tennessee Register.

Listing of the **Wilson-Crouch House** provides recognition of the community's historic importance and assures protective review of Federal projects that might adversely affect the character of the historic property. If the property is listed in the National Register, certain Federal investment tax credits for rehabilitation and other provisions may apply.

Listing in the National Register does not mean that the limitations will be placed on the properties by the Federal government. Public visitation rights are not required of owners. The Federal government will not attach restrictive covenants to the properties nor seek to acquire them.

You are invited to attend the State Review Board meeting at which the nomination will be considered. The Board will meet at **9:00 a.m. on September 13, 2017** at the Tennessee Historical Commission office, located at Clover Bottom Mansion, 2941 Lebanon Pike, Nashville, TN 37214. We hope that you can attend.

Enclosed please find notices that explain in greater detail the results of listing in the National Register and that describe the rights and procedures by which an owner may comment on or object to listing in the National and Tennessee Registers.

Sincerely,



E. Patrick McIntyre, Jr.
Executive Director and
State Historic Preservation Officer

Enclosure

EPM: ap

pc:

Sen. Janice Bowling, Tennessee State Senate, District 16
Rep. Judd Matheny, Tennessee State Representatives, District 47
The Honorable David Pennington, Coffee County Mayor
Mayor Lane Curlee, Mayor of Tullahoma
Mr. Jess Lewis Jr., Coffee County Historian
Ms. Teresa Prober, South Central Tennessee Development District
Executive Director, Tennessee's Backroads Heritage, Inc.
Coffee County Historical Society
Historic Preservation Society of Tullahoma, Inc.

IN THE CHANCERY COURT FOR COFFEE COUNTY, TENNESSEE
AT MANCHESTER

FILED
CHANCERY COURT, COFFEE CO., TN

AUG 03 2016

TIME 9:45 AM/PM

RICHARD EDWARD DAILEY,
A RESIDENT OF COFFEE COUNTY

PLAINTIFF

VS.

DONNA FAYE DAILEY,
A RESIDENT OF COFFEE COUNTY

DEFENDANT

NO: 2016-CV-251

COMPLAINT FOR DIVORCE

1

Pursuant to the provisions of Tennessee Code Annotated Section 36-4-106, the complainant submits the following statistical information:

HUSBAND

NAME: Richard Edward Dailey
RESIDENT STATE: SC RESIDENT COUNTY: Anderson
RESIDENT CITY, TOWN, OR LOCATION: Pendelton
INSIDE CITY LIMITS: x YES NO
STREET NUMBER: 101 Homeplace Drive
STATE OF BIRTH: Illinois DATE OF BIRTH: 07/15/1947
RACE: White # OF THIS MARRIAGE: 2 IF PREVIOUSLY MARRIED, HOW MANY ENDED BY:
 DEATH 1 DIVORCE OR ANNULMENT
EDUCATION: HIGH SCHOOL 5 COLLEGE

WIFE

NAME: Donna Faye Dailey MAIDEN: Bishop
RESIDENT STATE: Tennessee RESIDENT COUNTY: Coffee
RESIDENT CITY, TOWN, OR LOCATION: Tullahoma
INSIDE CITY LIMITS: x YES NO
STREET NUMBER: 216 S. Jackson Street
STATE OF BIRTH: Virginia DATE OF BIRTH: 10/5/1949
RACE: White # OF THIS MARRIAGE: 2 IF PREVIOUSLY MARRIED, HOW MANY ENDED BY:
 DEATH 1 DIVORCE OR ANNULMENT
EDUCATION: HIGH SCHOOL 4 COLLEGE

MARRIAGE

PLACE OF MARRIAGE (COUNTY): Gwinett STATE: Georgia
DATE OF THIS MARRIAGE: 12/28/2004 APPROX. DATE SEPARATED: 08/2014
NUMBER OF LIVING CHILDREN: 0 UNDER AGE 18: 0

COMPLAINANT: Richard Edward Dailey

PLACE OF EMPLOYMENT

HUSBAND: Steel Services – Detroit
WIFE: Unemployed

September 10, 2017

Tennessee Historical Commission – State Historic Preservation Office
2941 Lebanon Pike
Nashville, TN 37214

Attention: Holly Barnett – Historic Preservation Supervisor

Dear Ms. Barnett,

This objection letter is in response to your letter of August 17, 2017.

I am objecting to the review of property at 216 South Jackson Street in Tullahoma being placed at this time on the Historic Preservation Register because Donna Dailey and myself are in a divorce proceeding.

She ignored my communication through my lawyer to her lawyer dated April 21, 2017.

Attached are the documents outlined in your letter of August 17, 2017 for my objection.

Please contact me if more information is required.



Richard Edward Dailey

108 Homeplace Drive

Pendleton, SC 29670

Brenda L. Glaze
Notary Public for S.C.
My Comm. Expires 7/13/21



TENNESSEE HISTORICAL COMMISSION
STATE HISTORIC PRESERVATION OFFICE
2941 LEBANON PIKE
NASHVILLE, TENNESSEE 37214
E-mail: Holly.M.Barnett@tn.gov
(615) 770-1098

August 17, 2017

Richard Dailey
108 Homeplace Drive
Pendleton, SC 29670

RE: Wilson-Crouch House, 216 S. Jackson St., Tullahoma, Coffee County, TN

Dear Mr. Dailey,

Our office is in receipt of a letter from you dated August 8, 2017 regarding the above-referenced property. The letter states that you wish to object to the property being listed in the National and State Registers of Historic Places.

Official objection letters are required to be notarized, as stated under the federal regulations for the National Register program found at 36 CFR Part 60. If you wish to submit an official objection letter, this must be notarized and received by our office before September 13, 2017, the date of the State Review Board Meeting.

The National Register program also includes regulations regarding property ownership by multiple parties and objections. Per the regulations at 36 CFR 60, it is our policy to notify all owners listed on the tax records for a property being considered for National and State Register listing. The State of Tennessee Comptroller of the Treasury Real Estate Assessment Data page indicates Ms. Donna Faye Rinehart as the only owner of the property as of January 1, 2017. If you are an additional owner of the property, please submit documentation showing this with your objection letter.

If you have any additional questions about the National Register program, please contact me directly at the information listed above.

Sincerely,

Holly Barnett
Historic Preservation Supervisor

TISHER, FREE & LYNN, PLLC

ATTORNEYS AT LAW

C. TIM TISHER
MARK A. FREE
CARA E. LYNN

809 SOUTH MAIN STREET, SUITE 200
COLUMBIA, TENNESSEE 38401

Area Code 931
Telephone: 398-5070
Fax: 398-5075

April 21, 2017

Mr. Michael E. Giffin
Robertson, Worsham, Gregory & Giffin, PLLC
P.O. Box 790
Tullahoma, TN 37388

Re: Richard Edward Dailey vs. Donna Faye Dailey
Coffee Chancery No: 2016-CV-251

Dear Mr. Giffin:

It is my understanding that your client is in the process of trying to get the home located in Tennessee registered with on the National Historical Homes Registry. Until this divorce is finalized, Mr. Dailey along with his financial and personal information is still directly connected to this house. He asks that your client put a hold on this process until after the divorce is finalized and, he has been removed for the deed.

If you have any questions or concerns, please don't hesitate to contact my office.

Very truly yours,

TISHER, FREE & LYNN, PLLC

By: _____
CARA E. LYNN

CEL/dld

Return To:
AEDC FEDERAL CREDIT UNION

P.O. Box 1210
Tullahoma, TN 37388

Prepared By:
Elizabeth H. Bowling
Staff Attorney
AEDC Federal Credit Union
550 William Northern Blvd.
P.O. Box 1210
Tullahoma, TN 37388

The Maximum Principal Indebtedness for Tennessee recording tax purposes is \$ 220,000.00

[Space Above This Line For Recording Data]

DEED OF TRUST

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "**Security Instrument**" means this document, which is dated September 8th, 2005, together with all Riders to this document.

(B) "**Borrower**" is
DONNA FAYE RINEHART DAILEY and husband, RICHARD E DAILEY

Borrower is the trustor under this Security Instrument.

(C) "**Lender**" is AEDC FEDERAL CREDIT UNION

Lender is a Federally Chartered Credit Union
organized and existing under the laws of the United States of America

TENNESSEE-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

Form 3043 1/01

VMP-6(TN) (0402)

Page 1 of 16

Initials

dfpd *RED*

VMP Mortgage Solutions (800)521-7221

BK T660 PG 179

Lender's address is 550 William Northern Blvd Tullahoma, TN 37388

Lender is the beneficiary under this Security Instrument.

(D) "Trustee" is Caren C. Gabriel

a resident of Coffee County, Tennessee.

(E) "Note" means the promissory note signed by Borrower and dated September 8th, 2005

The Note states that Borrower owes Lender Two Hundred Twenty Thousand and 00/100

Dollars

(U.S. \$ 220,000.00) plus interest. Borrower has promised to pay this debt in regular

Periodic Payments and to pay the debt in full not later than September 15th, 2015. The

maximum principal indebtedness for Tennessee recording tax purposes is \$ 220,000.00

(F) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

(G) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(H) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

- Adjustable Rate Rider
- Balloon Rider
- VA Rider
- Condominium Rider
- Planned Unit Development Rider
- Biweekly Payment Rider
- Second Home Rider
- 1-4 Family Rider
- Other(s) [specify]

(I) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(J) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(K) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(L) "Escrow Items" means those items that are described in Section 3.

(M) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(N) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(O) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(P) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used

fred RED

in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(Q) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the 9TH CIVIL DISTRICT of Coffee County :

[Type of Recording Jurisdiction] [Name of Recording Jurisdiction]

SEE Exhibit " A " HERETO FOR PROPERTY DESCRIPTION

Derivation Clause

The instrument constituting the source of the Borrower's interest in the foregoing described property was a _____ recorded

in the Register's Office of _____ County, Tennessee,
Parcel ID Number: MAP 124N GRP H PARCEL 025.00 which currently has the address of
216 SOUTH JACKSON STREET [Street]
TULLAHOMA [City] , Tennessee 37388 [Zip Code]
("Property Address");

TO HAVE AND TO HOLD, the aforescribed property, together with all the hereditaments and appurtenances thereunto belonging to, or in anywise appertaining, unto the Trustee, its successors in trust and assigns, in fee simple forever.

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

dfred RED

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges.

Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. Application of Payments or Proceeds. Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

3. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance

premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

5. Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the

work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

6. Occupancy. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

7. Preservation, Maintenance and Protection of the Property; Inspections. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

8. Borrower's Loan Application. Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument. If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there

is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

10. Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.

(b) Any such agreements will not affect the rights Borrower has - if any - with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

11. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if

acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

12. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

13. Joint and Several Liability; Co-signers; Successors and Assigns Bound. Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

14. Loan Charges. Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

15. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure.

There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

16. Governing Law; Severability; Rules of Construction. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

17. Borrower's Copy. Borrower shall be given one copy of the Note and of this Security Instrument.

18. Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

19. Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

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20. Sale of Note; Change of Loan Servicer; Notice of Grievance. The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

21. Hazardous Substances. As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of

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release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

22. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by Applicable Law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Trustee shall give notice of sale by public advertisement in the county in which the Property is located for the time and in the manner provided by Applicable Law, and Lender or Trustee shall mail a copy of the notice of sale to Borrower in the manner provided in Section 15. Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and under the terms designated in the notice of sale. Lender or its designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it. If the Property is sold pursuant to this Section 22, Borrower, or any person holding possession of the Property through Borrower, shall immediately surrender possession of the Property to the purchaser at the sale. If possession is not surrendered, Borrower or such person shall be a tenant at will of the purchaser and hereby agrees to pay the purchaser the reasonable rental value of the Property after sale.

23. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.

24. Substitute Trustee. Lender, at its option, may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder by an instrument recorded in the county in which this Security Instrument is recorded. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by Applicable Law.

25. Waivers. Borrower waives all right of homestead, equity of redemption, statutory right of redemption and relinquishes all other rights and exemptions of every kind, including, but not limited to, a statutory right to an elective share in the Property.

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BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

IN WITNESS WHEREOF, Borrower has executed this Security Instrument.

Witnesses:

Meryl Swar

Donna Faye Rinehart Dailey (Seal)
DONNA FAYE RINEHART DAILEY -Borrower

Meryl Swar

Richard E Dailey (Seal)
RICHARD E DAILEY -Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

STATE OF TENNESSEE, Coffee County - 031

County ss:

On this 8th day of September, 2005, before me personally appeared
DONNA FAYE RINEHART DAILEY and husband, RICHARD E DAILEY

to me known to be the person(s) described in and who executed the foregoing instrument, and who
acknowledged the execution of the same to be his/her/their free act and deed. Witness my hand and official
seal.

My Commission Expires: 6-18-06

Cheryl Renee Taylor
Notary Public



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Exhibit A

The land referred to in this Deed of Trust is located in the 9th Civil District of Coffee County, Tennessee, and is described as follows:

Being a house and lot in Section 17 of the town plan of Tullahoma, and being a part of Lot No. 5, in said section, and beginning at the intersection of Warren and Jackson Streets, 90 feet to the line of the lot owned by E. H. Travis; thence at right angles Southwestwardly along the line of Travis lot, 135 feet to the line of a lot owned by John W. Harton; thence at right angles Southwestwardly along the line of the Harton lot 90 feet to the line of Warren Street; thence at right angles along the line of Warren Street, 135 feet to the beginning.

Being the same property conveyed to Donna Faye Rinchart, by Warranty Deed of record in Deed Book 293, page 994, Register's Office of Coffee County, Tennessee.

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State of Tennessee, County of COFFEE
Received for record the 12 day of
SEPTEMBER 2005 at 8:00 AM. (REC# 112236)
Recorded in official records
Book T660 pages 179- 194
State Tax \$ 250.70 Clerks Fee \$ 1.00,
Recording \$ 82.00, Total \$ 333.70,
Register of Deeds ELLEN P. VAUGHN
Deputy Register BRENDA VAUGHN

4. BORROWER'S RIGHT TO PREPAY

I have the right to make payments of Principal at any time before they are due. A payment of Principal only is known as a "Prepayment." When I make a Prepayment, I will tell the Note Holder in writing that I am doing so. I may not designate a payment as a Prepayment if I have not made all the monthly payments due under this Note.

I may make a full Prepayment or partial Prepayments without paying any Prepayment charge. The Note Holder will use my Prepayments to reduce the amount of Principal that I owe under this Note. However, the Note Holder may apply my Prepayment to the accrued and unpaid interest on the Prepayment amount before applying my Prepayment to reduce the Principal amount of this Note. If I make a partial Prepayment, there will be no changes in the due date or in the amount of my monthly payment unless the Note Holder agrees in writing to those changes.

5. LOAN CHARGES

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from me that exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the Principal I owe under this Note or by making a direct payment to me. If a refund reduces Principal, the reduction will be treated as a partial Prepayment.

6. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charges for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of fourteen calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be five % of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

(B) Default

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

(C) Notice of Default

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of Principal which has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is mailed to me or delivered by other means.

(D) No Waiver By Note Holder

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

(E) Payment of Note Holder's Costs and Expenses

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

7. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

8. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

9. WAIVERS

I and any other person who has obligations under this Note waive the rights of Presentment and Notice of Dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of Dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

10. UNIFORM SECURED NOTE


This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses that might result if I do not keep the promises that I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions read as follows:

Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.


DONNA FAYE RINEHART DAILEY (Seal)
-Borrower


RICHARD E DAILEY (Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

[Sign Original Only]



TENNESSEE HISTORICAL COMMISSION
STATE HISTORIC PRESERVATION OFFICE
2941 LEBANON PIKE
NASHVILLE, TENNESSEE 37214
E-mail: Holly.M.Barnett@tn.gov
(615) 770-1098

September 14, 2017

Richard Dailey
108 Homeplace Drive
Pendleton, SC 29670

RE: Wilson-Crouch House, 216 S. Jackson St., Tullahoma, Coffee County, TN

Dear Mr. Dailey,

This letter is in follow-up to our phone conversation today. As we discussed, the National Register program is primarily honorary in nature. Listing in the National Register provides limited protection and does not restrict or regulate what alterations can be done, up to and including demolition.

Please note that the National Register **does not**:

- Limit the rights of property owners to use, develop or sell their historic properties.
- Require that historic properties be maintained, repaired, or restored.
- Require that historic properties be open to the public.
- Automatically bring about local landmark designation or local historic district zoning.
- Provide markers or plaques for listed properties. Owners of listed properties may purchase plaques or markers if they wish.
- Automatically stop federal undertakings that could adversely impact historic resources.
- Require review of local, state, or privately funded projects that could affect historic properties.
- Assure that owners of historic properties will receive grants when funds are available.
- Provide state or local tax benefits or low-interest loans to owners of historic properties.

- List historic properties according to local criteria or list properties if the owner or majority of owners object to the listing.

The National Register **Does:**

- Identify and evaluate significant buildings, structures, sites, objects, and districts according to the National Register criteria.
- Make the public aware of historic resources by documenting their importance.
- Provide information about historic resources for federal, state, local, or private agencies to use as a planning tool.
- Expedite the federally mandated review of federal undertakings (funding, licensing) that could affect historic resources. Mitigation attempts to limit the adverse impacts on historic resources.
- Make owners of historic properties eligible to apply for federal grants to undertake preservation projects when funds are available.
- Enable owners of income-producing depreciable historic properties to use federal historic preservation tax credits for rehabilitation that follows the Secretary of the Interior's standards.
- List properties only if they meet the National Register criteria for significance and integrity and if the owner or the majority of owners agrees to the listing.

The federal regulations for the National Register program are codified at 36 CFR 60.

If you have any additional questions about the National Register program, please contact me directly.

Sincerely,



Holly Barnett

Historic Preservation Supervisor

September 16, 2017

Holly Barnett
Historic Preservation Supervisor
Tennessee Historical Commission
State Historic Preservation Office
2941 Lebanon Pike
Nashville, Tennessee 37214

RE: Wilson-Crouch House 216 South Jackson Street, Tullahoma, TN 37388

Dear Holly,

As a follow up to our telephone conversation last week, you provided me with some incorrect information.

You stated that your office did not receive my official objection to the property being listed in the National and State Register of Historic Places until after the hearing on September 13, 2017.

I have attached a record from United Postal Service showing that my objection was received in your office on September 12 at 10:26 AM.

In accordance with your letter to me dated August 17, 2017, I did submit a notarized objection letter which was received by your office one day before the September 13, 2017 State Review Board meeting.

I have been denied due process in accordance to the procedures outline in your August 17, 2017 letter to me.

As a legal owner of the 216 South Jackson Street resident in Tullahoma, TN 37388 supported by documents supplied in the September 12th response received by your department, I am demanding that the ruling of the State Review Board regarding that this property in the September 13th meeting be rescinded until ownership of the property can be determined in the current divorce proceeding.

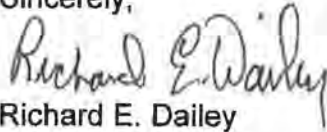
Donna F. Dailey and her attorney had been notified in April 2017 by my attorney to cease any attempt to list the said property on the State and National Registers of

Historic Places until after the current divorce complaint is resolved. She failed to comply with demand which has caused this issue to explode into the current crisis.

Failure to do so will force myself to exercise any or all legal remedies in accordance with Tennessee State law to provide me equal rights as Donna F. Dailey as to ownership of said property in question.

Your prompt attention to this matter is required and please reply timely back to me the action the State Historic Preservation Office will take to resolve this matter.

Sincerely,

A handwritten signature in cursive script that reads "Richard E. Dailey". The signature is written in black ink and is positioned above the printed name.

Richard E. Dailey

108 Homeplace Drive

Pendleton, SC 29670

Tel: 313-570-5712



TENNESSEE HISTORICAL COMMISSION
STATE HISTORIC PRESERVATION OFFICE
2941 LEBANON PIKE
NASHVILLE, TENNESSEE 37243-0442
OFFICE: (615) 532-1550
E-mail: Claudette.Stager@tn.gov
(615) 770-1089

September 25, 2017

J. Paul Loether
Deputy Keeper and Chief
National Register and National Historic Landmark Programs
National Register of Historic Places
Mail Stop 7228
1849 C St. NW
Washington, D.C. 20240

Dear Mr. Loether:

Enclosed please find the documentation to nominate the *Wilson-Crouch House* to the National Register of Historic Places. The enclosed disks contain the true and correct copy of the nomination for the listing of the *Wilson-Crouch House* to the National Register of Historic Places.

The property currently has two owners, one is in support of the nomination and one has submitted an objection pursuant to 36 CFR 60.6(g).

If you have any questions or if more information is needed, contact Holly Barnett at (615) 770-1098 or Holly.Barnett@tn.gov.

Sincerely,

Claudette Stager
Deputy State Historic Preservation Officer

CS:hb

Enclosures (3)