Send Tax Notices to:
Attorneys Title Company, Inc.
105 Stahlman Building
Nashville, Tennessee, 37201

BOOK 4090 PAGE 258

Prepared by
John G. Doak, Attorney
American Trust Bldg.

INSTALLMENT DEED

Map 83-1
P/O Par 222

For and in Consideration of the sum of ----------

-----Fifty-Three Thousand ($53,000.00) and 00/100---------- Dollars,

of which ----Twenty Thousand ($20,000.00) and 00/100---------- Dollars,

has been paid in cash by Attorneys Title Company, Inc.

the receipt of which is hereby acknowledged, and for the remainder ----------

Thirty-Three Thousand ($33,000.00) and 00/100---------- Dollars,

the said Attorneys Title Company, Inc., has executed one note of even date herewith in the original principal amount of $33,000.00 and payable to Joe H. Corley and wife, Patty Jean Corley, payable in monthly installments of $366.38 each including both principal and interest at the rate of 6% per annum, the first installment being due and payable on the 30th day of January, 1967, final installment being due on the 30th day of December, 1977, said payments to be applied first to interest and balance to principal and providing that any amount may be paid in part or in full payment at any time without penalty, and interest being due only on the principal remaining unpaid from time to time.

~~all of said notes bearing six per cent interest from date~~ and providing for payment of attorney's fees, and to secure the payment of said notes, principal and interest, and attorney fees, a lien is expressly retained on the land herein conveyed,----------

We, Joe H. Corley and wife, Patty Jean Corley

have this day bargained and sold, and do hereby transfer and convey unto the said ----------

Attorneys Title Company, Inc., it's successors ~~and~~ and assigns,

certain real estate in Davidson County, Tennessee, as follows:

Land in Davidson County, Tennessee, being the northerly part of Lot No. 1 on the Map of J. G. Grissim's Grand Avenue Addition, as of record in Book 974, page 35, Register's Office for said County, described according to a survey made by Hal R. Swann, Jr., Surveyor, dated Nov. 28, 1966, as follows:

BEGINNING at a spike on the westerly margin of Gallatin Road, at a point 120.6 feet south of the southerly margin of Granada Avenue; thence in a westerly direction along the northerly line of said Lot No. 1, 193.2 feet to the northwesterly corner of said lot; thence in a southwesterly direction with the westerly line of said Lot, 60 feet to a point; thence leaving said line in a southeasterly direction 193.2 feet, more or less to a point in the westerly margin of Gallatin Road; thence with said margin, northerly 70 feet to the point of beginning.

Being part of the property conveyed to Joe H. Corley and wife, Patty Jean Corley, by deed from Eloise T. Kuhn, et al, of record in Book 3710, page 597, Register's Office for Davidson County, Tennessee.

To Have and to Hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Attorneys Title Company, Inc., it's successors and assigns forever. We covenant that we are lawfully seized and possessed of said real estate in fee simple, have a good right to convey it, and that the same is unencumbered.

We further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to said real estate to said Attorneys Title Company, Inc. it's successors and assigns, against the lawful claims of all persons.

And now, for the purpose of better and more effectually securing the payment of said lien notes, and rendering unnecessary court proceedings for the enforcement of said lien in the event of the non-payment of said notes, as they mature, as hereinafter provided, and for the consideration of one dollar, to it in hand paid, it, the said Attorneys Title Company, Inc. does hereby transfer and convey unto Ervin M. Entrekin, Trustee his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title and interest thereto belonging, for the purposes aforesaid, only.

It, the said Attorneys Title Company, Inc. does hereby agree to keep all buildings now on, or to be hereafter erected on said property, insured in some reliable fire insurance company or companies for at least the sum of $ 31,000.00 until the notes herein secured are fully paid, and to have the loss, if any, made payable on the policy or policies to said Trustee for the benefit of the lawful owner and holder of said notes, as his interst may appear.

It does further agree to keep the improvements on said property in good repair and preservation, and to pay all taxes and assessments thereon, and to pay them when due; and in case It fails to do either, then the said Trustee, or the lawful owner and holder of said notes, or any of them, may do any or all of these things, and charge and treat the sum or sums so expended as part of the indebtedness secured therein, the same to bear interest from the date of such payment.

Now, if It, the said Attorneys Title Company, Inc. shall pay the notes aforesaid when due, according to their terms, and pay taxes, keep up repairs, and keep said premises insured, as aforesaid, then this trust conveyance shall be of no further force or effect. But if It fails to pay any one of said notes or part thereof, promptly at maturity or if, failing to pay taxes, keep up repairs or keep said premises insured as herein provided; If it fail to reimburse the Trustee or lawful owner and holder of said notes for all sums, with interest, so expended by said Trustee, or lawful owner and holder of said notes, within thirty days from date of such payment, this trust conveyance shall remain in full force and effect, and at the option of the lawful owner and holder of said notes, or any of said notes then past due and unpaid, all remaining unpaid notes shall become due and payable at once, without notice, and the said Trustee, or his successor in trust, is hereby authorized and empowered, upon giving twenty days' notice by three publications in any newspaper, daily or weekly, published in Davidson County, Tennessee, to sell said property at the front door of the Court House in said county to the highest bidder for cash, at public outcry, free from the equity of redemption, homestead, dower and all other exemptions of every kind, which are hereby expressly waived; and the said Trustee, or his successor in trust, is authorized and empowered to execute and deliver a deed to the purchaser. The creditor may bid at any sale under this trust conveyance. It does agree, that the Trustee may, at any time after default in the payment of any one of said notes, enter and take possession of said property, and shall only account for the net rents actually received by him. It does further agree that, in the event the Trustee fails, before selling said property, as herein provided, to enter and take possession thereof, the purchaser shall be entitled to immediate possession thereof upon the delivery to him by the Trustee of a deed for said property. In case of sale hereunder, the proceeds will be applied by the Trustee as follows:

1st. To the payment of all costs, charges and expenses of executing this conveyance and enforcing said lien as herein provided; also reasonable attorney's fees for advice in the premises, or for instituting or defending any litigation which may arise on account of the execution of this conveyance, or the enforcement of said lien; also the expenses of any such litigation.

2nd. To the payment of all taxes which may be unpaid on said premises.

3rd. To the payment of all unpaid notes herein secured, and any and all sums expended in the protection of said property, as herein authorized.

4th. The residue, if any, will be paid to Attorneys Title Company, Inc., it's representatives or assigns.

This conveyance is made subject to an unrecorded written lease executed by and between Joe H. Corley, Lessor, and Phelan Finance Corp. of Inglewood, Lessee, dated April 12, 1965, wherein the description of the leased premises includes the whole of the land herein described although the Lessee is in possession of only a portion of the building on the said land. The remaining portion of the building is presently leased on a month-to-month basis to Mather Wallboard Co. The sellers warrant that they will be financially responsible to the buyer for any damages or loss of rent that might arise because of the discrepancy between the description contained in the said Phelan lease and the portion of the building actually in possession of Phelan; and sellers do further guarantee to the buyer the payment of the rent in the amount of $185.00 per month on the portion of the building now leased on a month-to-month basis to said Mather Wallboard Co. for a period of two years from the date of this deed. The Buyer is entitled to possession subject to rights of tenants in possession and is entitled to the collection of rents from and after January 1, 1967.

In case of the death, absence, inability or refusal to act of said Trustee at any time when action under the foregoing power and trusts may be required, the lawful owner and holder of said lien notes, or, if more than one, then of the first-maturing unpaid note, is hereby authorized and empowered to name and appoint a successor to execute this trust by an instrument in writing to be recorded in the Register's Office for Davidson County, Tennessee, and the title herein conveyed to Ervin M. Entrekin, Trustee, shall be vested in said successor.

Said Trustee shall execute this trust without being required to give bond, and he shall not be required to file any account or settlement in relation to his trusteeship.

IN WITNESS WHEREOF, we, the said Joe H. Corley and wife, Patty Jean Corley and Attorneys Title Company, Inc. hereunto set our hands at Nashville, Tennessee, this the 30th day of December 19 66



Joe H. Corley

Patty Jean Corley

ATTORNEYS TITLE COMPANY, INC.

BY: James Bradley, Jr.
President

STATE OF TENNESSEE
Davidson County

Personally appeared before me, [signature], a Notary Public in and for said County and State, the within named Joe H. Corley and wife, Patty Jean Corley

the bargainor s, with whom I am personally acquainted, and who acknowledged that they executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville Tennessee, this 30th day of December, 19 66

[signature], Notary Public.

Commission Expires July 22 1967

STATE OF _____

_____ **County.**

Personally appeared before me, _____, a Notary Public in and for said County and State, the within named _____

the bargainor ___, with whom I am personally acquainted, and who acknowledged that _____ executed the within instrument for the purposes therein contained.

Witness my hand and official seal at _____ this _____ day of _____, 19___

_____, Notary Public.

Commission Expires _____

STATE OF TENNESSEE
Davidson County

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Before me, Betty B. Simmons, a Notary Public within and for the State and County aforesaid, personally appeared Jno. B. Cobb Jr., with whom I am personally acquainted and who upon (his oath) acknowledged (himself) to be the President of the Attorneys Title Company, Inc. the within named bargainor, a corporation, and that (he) as such President being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by the said Jno. B. Cobb Jr. as such President.

Witness my hand and official seal at office at Nashville, Tennessee on this the 30th day of December, 1966

My commission expires September 13, 1970

Betty B. Simmons
Notary Public at Large

NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

INSTALLMENT DEED

FROM
JOE H. CORLEY AND WIFE,

TO
PATTY JEAN CORLEY

ATTORNEYS TITLE COMPANY, INC.

Attorneys Title Company
Titles Guaranteed
NASHVILLE, TENN.

55884

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY
STATE OF TENN

DEC 30 12 26 PM '66

NOTED: BOOK 115 PAGE 547
RECORDING FEE $ 2.75
DEP. REG. m

STATE TAX $ 79.50
PROBATE .50
TOTAL $ 80.00

DEC 30 1966

R. E. WORRALL
COUNTY COURT CLERK
DAVIDSON COUNTY, TENN.

PAID DEC 30 1966

STATE TAX $ 31.00
PROBATE .50
TOTAL $ 31.50

DEC 30 1966

R. E. WORRALL
COUNTY COURT CLERK
DAVIDSON COUNTY, TENN.

PAID DEC 30 1966