Installment Deed

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP PARCEL NUMBERS
Cousins Properties of Tennessee, Inc. (NAME)	Same (NAME)	2D-16966
300 Interstate North (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	& 17330
Atlanta, Georgia (CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

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FOR AND IN CONSIDERATION of the sum of

-----One Hundred Thousand and no/100 ($100,000.00)---------- *Dollars,*

of which

---Fifteen Thousand and no/100 ($15,000.00)--------- *Dollars, has been paid in cash,*

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

---Eighty-five Thousand and no/100 ($85,000.00)---------- *Dollars,*

Cousins Properties of Tennessee, Inc. *has executed*

Installment Deed Note to the Grantors payable as follows:

(a) Interest only at the rate of seven and one-half (7-1/2%) per cent per annum on the unpaid principal balance hereof on each anniversary date hereof for the first five (5) years.

(b) Commencing on the sixth anniversary hereof, principal payments shall be due and payable on each anniversary date in five (5) equal annual installments, with interest thereon being due and payable on the unpaid balance thereof at said rate of seven and one-half (7-1/2%) per cent per annum.

(c) The right is reserved to the Grantee, without penalty, at any time after January 1, 1973, to commence the payment of annual installments of principal at any time prior to the fifth anniversary hereof, and interest shall be due on all amounts so prepaid to the date of prepayment only; provided, however, that under no circumstances shall the Grantee be permitted to retire said indebtedness in less than five (5) years following the execution hereof.

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

C. F. Gaulden and wife, Ruth S. Gaulden,

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

Cousins Properties of Tennessee, Inc., a Georgia corporation,

its *(successors), heirs and assigns,*

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

Two parcels of land located in the 2nd, formerly the 5th, Civil District of Davidson County, Tennessee, described according to a survey made by Barge, Waggoner, Sumner & Cannon, June 14, 1972, as follows:

PARCEL 1: Lying on the south side of Mt. View Road, west of Rural Hill Road, and north of Cane Ridge Road, more particularly described as follows:

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ 100,000.00

Affiant

Subscribed and sworn to before me, this the 18th day of August, 1972

My commission expires: July 12, 1973 (Affix Seal)

Notary Public

This Instrument prepared by James I. Vance Berry, Attorney.
700 American Trust Building, Nashville, Tennessee

Beginning at an iron in the southerly margin of Mt. View Road, A. J. Rainey's northeast corner;

Thence, with the southerly margin of Mt. View Road, S 77° 40' 05" E, 649.21 ft. to an iron pin, Lillie Nevils' northwest corner;

Thence, with the westerly line of Nevils, S 13° 34' 14" W, 170.89 ft. to an iron pin;

Thence, with the westerly line of J. E. Moss, S 11° 43' 55" W, 226.56 ft. to a point, C. F. Gaulden's northwest corner;

Thence, with the northerly line of C. F. Gaulden, N 85° 10' 00" W, 1058.04 ft. to a point in the easterly line of Ernest H. Jones;

Thence, with Jones' easterly line, N 5° 58' 33" E, 266.03 ft. to an iron pin, Rainey's southwest corner;

Thence, with Rainey's southerly line, S 83° 27' 28" E, 480.30 ft. to an iron pin;

Thence, N 00° 17' 15" W, 227.61 ft. to the point of beginning.

Containing 8.91 acres, more or less

PARCEL 2: Lying north of Cane Ridge Road, west of Bell Road and south of Mt. View Road, more particularly described as follows:

Beginning at an iron pin in the easterly line of Ernest H. Jones, et ux, being the northwest corner of George P. Dale property;

Thence, with Jones' east line, N 12° 48' 16" E, 735.49 ft. to a point;

Thence, N 4° 22' 30" E, 251.71 ft. to a point, the southwest corner of Ruth Gaulden property;

Thence, with Ruth Gaulden's southerly line, S 85° 10' 00" E, 1058.04 ft. to a point in the westerly line of J. E. Moss, being Ruth Gaulden's southeast corner;

Thence, with the westerly line of J. E. Moss, S 09° 14' 34" W, 816.91 ft. to an iron pin;

Thence, S 33° 23' 04" W, 606.17 ft. to an iron pin;

Thence, S 42° 37' 17" W, 36.97 ft. to a point;

Thence, with the northerly line of C. F. Gaulden and George P. Dale, N 58° 10' 00" W, passing iron bolts or pins at 2.58 ft., 189.50 ft., 263.95 ft., 289.42 ft., 388.30 ft. and 489.75 ft., a total distance of 877.15 ft. to the point of beginning.

Containing 28.22 acres, more or less.

Said Parcel 1 was conveyed to Ruth S. Gaulden by deed from Frances S. Dale, of record in book 3972, page 657, Register's Office for said County, and said Parcel 2 was conveyed to C. F. Gaulden and wife, Ruth S. Gaulden, by deed from Truman S. Wrenne, Trustee, of record in book 3972, page 656, said Register's Office.

The Grantee further agrees that until such time as the first installment of principal is paid to the holders of the note hereinabove described, whether made in accordance with the provisions of paragraph (b) above, or whether sooner made in accordance with the provisions of paragraph (c) above, the original holders of this note shall retain the right to use the premises conveyed in trust by this Installment Deed, and they shall not be obligated to pay rental for the use thereof during such period of occupancy.

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

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Cousins Properties of Tennessee, Inc., its .... *(successors), heirs and assigns forever.* Grantors *covenant that* they are *lawfully seized and possessed of said real estate in fee simple, have a good right to convey it, and that the same is unencumbered,* except taxes for the year 1972, the Grantee expressly agreeing, by its execution hereof, to assume all obligations for the payment of real estate taxes assessed against the property from and after the date hereof.

Grantors *further covenant and bind* themselves, their *heirs and representatives, to warrant and forever defend the title to said real estate to said* Grantee, its .... *(successors), heirs and assigns, against the lawful claims of all persons.*

And now, for the purpose of better and more effectually securing the payment of said lien indebtedness; rendering unnecessary court proceedings for the enforcement of said lien in the event of the non-payment of said indebtedness and installments thereof, as they mature, as hereinafter provided, and for the consideration of one dollar paid in cash, receipt of which is acknowledged, the said Cousins Properties of Tennessee, Inc. .... *hereinafter referred to as trustors, hereby transfer and convey unto* Earl Thompson*, Trustee, his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title and interest thereto belonging upon the following uses and trusts:*

Trustors further agree to pay all taxes and assessments thereon, general or special, and to pay them when due, and, upon demand of said trustee or the lawful owner and holder of said indebtedness, to pay, discharge, or remove, any and all liens which may be hereafter placed against said property and which shall adversely affect the lien of this instrument or enforcement of the terms and provisions hereof; XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX*, and in case the trustee or his successors or the lawful owner and holder of said indebtedness shall hereafter be required to appear in any court or tribunal to enforce, or defend the title to, or possession of, said property, or the lien of this instrument, or appear in any court to prove the above indebtedness, all the costs and*

expenses of such appearance or proceedings, together with a reasonable attorney's fee, shall be allowed, and be payable by trustors upon demand of the trustee or lawful owner or holder of said indebtedness, and, upon failure to do any of these things, then said trustee, or the lawful owner and holder of said indebtedness may do any or all of these things and the amounts so paid shall bear 6 percent interest from the date of payment and shall be and become a part of the indebtedness secured hereby.

Now, if trustors shall pay the indebtedness aforesaid when due, according to its terms, and pay taxes, XXXXXXXXXXXXXXXXXXXXXXXXXXXXXX*, and pay any and all other sums when due, as aforesaid, then this trust conveyance shall be of no further force or effect. But if said indebtedness, or any installment thereof, or interest thereon, is not paid promptly at maturity, or if, failing to pay taxes, keep up repairs or keep said premises insured, or pay said other sums when due, as herein provided, trustors fail to reimburse the trustee, or lawful owner and holder of said indebtedness for all sums, with interest, so expended by said trustee, or lawful owner and holder of said indebtedness, within thirty days from date of such payment, this trust conveyance shall remain in full force and effect, and at the option of the lawful owner and holder of said indebtedness then past due and unpaid, all remaining unpaid indebtedness, and installments thereof, shall become due and payable at once, without notice, and the said trustee, or his successor in trust, is hereby authorized and empowered, upon giving twenty 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. The trustee may, at any time after default in the payment of any of said indebtedness, enter and take possession of said property, and shall only account for the net rents actually received by him. It is further agreed that, in the event the trustee fails, before selling said property, as herein provided, to enter and take possession thereof, the purchaser shall be entitled to immediate possession thereof upon the delivery to him by the trustee of a deed for said property. In case of sale hereunder, the proceeds will be applied by the trustee as follows:

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

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

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

4th. The residue, if any, will be paid to trustors, their order, representatives or assigns.

In case of the death, absence, inability, or refusal to act of said trustee at any time when action under the foregoing power and trust may be required, the lawful owner and holder of said indebtedness, or, if more than one when said indebtedness is represented by notes, then of the first-maturing unpaid note, or upon his refusal or failure so to do, then the holder in order of the next maturing notes, is hereby authorized and empowered to name and appoint a successor to execute this trust by an instrument in writing to be recorded in the Register's Office for Davidson County, Tennessee, and the title herein conveyed to the above named trustee shall be vested in said successor.

The word "Trustors" when used herein shall apply to parties both singular and plural.

IN WITNESS WHEREOF the parties to this instrument have signed their names, and the corporate party has caused its name to be signed hereto by its duly authorized officers, on this the 18th *day of* August, *19* 72.

C. F. Gaulden

C. F. Gaulden

Ruth S. Gaulden

Ruth S. Gaulden

COUSINS PROPERTIES OF TENNESSEE, INC.

By: Lucye Colbert Cox

President

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Imogene P. Etter, *a Notary Public in and for said County and State,* C. F. Gaulden and wife, Ruth S. Gaulden,

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

Witness my hand and official seal at Nashville, *Tennessee, this* 18th *day of* August, *19* 72.

Imogene P. Etter *Notary Public*

Commission expires Sept. 12, 1973

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STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Before me, Imogene P. Etter, *a Notary Public of the State and County aforesaid, personally appeared* George Volkert, *with whom I am personally acquainted, and who, upon oath, acknowledged* him *self to be* President *of the* Cousins Properties of Tennessee, Inc., *the within named bargainor, a corporation, and that* he *as such* President, *being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by* him *self as* President.

Witness my hand and seal, at office in Nashville, Tennessee, *this* 18th *day of* August, *19* 72

Imogene P. Etter *Notary Public*

Commission expires Sept. 12, 1973

B 72309

IDENTIF. REFERENCE

AUG 18 3 37 PM '72

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

AUG 18 72	CONV	90,000.00			
AUG 18 72	CONV	10,000.00			
AUG 18 72	MORT'G	85,000.00			
AUG 18 72	S'TAX		A*	260.00	
AUG 18 72	S'TAX		A*	83.00	
AUG 18 72	PB'FEE		A*	.50	
AUG 18 72	W'DEED		A*	10.00	* 353.50