Kemper Co-Op Properties Inc. 139 124
Atlanta, Ga. 9 29
Tax bill: Same

INSTALLMENT DEED BOOK 4760 PAGE 165 Pw

For and in Consideration of the sum of One Hundred Eighty-Five Thousand Eight Hundred Two ($185,802.00) and no/100---------- Dollars, of which Thirty-Seven Thousand One Hundred Sixty and 40/100---------- Dollars, has been paid in cash by Co-Op Properties, Inc. the receipt of which is hereby acknowledged, and for the remainder One Hundred Forty-Eight Thousand Six Hundred Forty-One ($148,641.60) and 60/100---- Dollars, the said Co-Op Properties, Inc. has executed its promissory note in the principal sum of $148,641.60, of even date herewith, which said note is payable to the order of Morris Levine and P. C. Nuckolls; said note to be paid in five equal annual installments with interest at 7% per annum on unpaid principal balance, first payment being due on or before five years from and after date. Interest is payable annually commencing with June 1, 1974, and annually thereafter until the entire indebtedness is paid in full. Annual payments are to be applied, first, to the payment of interest on the principal, or so much thereof as shall from time to time remain unpaid, and the balance to be applied to payment of principal, until the entire amount is paid in full. The first annual payment of $29,728.32 is due and payable on or before June 1, 1979, and thereafter on or before the 1st day of June of each succeeding year until full payment is made with interest as provided for herein;

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, P. C. Nuckolls and Morris Levine

have this day bargained and sold, and do hereby transfer and convey unto the said Co-Op Properties, Inc., its successors and ~~XXXXXX~~ assigns, and Wilson County, certain real estate in Davidson County, Tennessee, as follows:

Land lying in the ____ Civil District of Wilson County, Tennessee, and the ____ Civil District of Davidson County, Tennessee, and described according to a survey made by Don Shanklin Engineering, dated April 6, 1973, as follows, to-wit:

Beginning at a point in the southerly margin of Pugh Road, said point being located at the southeasterly corner of the Dan McDowell Lands; thence with the said margin of said Road South 85° 14' East 469.72 feet to a point, said point being the northwesterly corner of the W. E. Atkinson lands; thence with Atkinson's westerly line South 1° 30' West 5.13 feet to a point; thence continuing with the Atkinson lands South 56° 14' West 404.83 feet to Atkinson's southwest corner; thence with Atkinson's southerly line South 87° 30' East 330.58 feet to a point; thence continuing with Atkinson's southerly line South 88° 50' East 382.39 feet to Atkinson's southeast corner; thence with Atkinson's easterly line North 1° 30' West 211.41 feet to a point in the south margin of Pugh Road, Atkinson's northeasterly corner; thence with the said margin of said Road, South 85° 14' East 399.54 feet to a point; thence South 4° 46' West 10 feet to a point; thence South 85° 14' East 40.0 feet to a point located at the southwesterly intersection of Pugh Road and South Mt. Juliet Road; thence with a curve to the right having a radius of 25.0 feet, a tangent of 36,464 feet, and in a generally southeasterly direction 48.49 feet to a point; thence South 64° 36' East 10 feet to a point in the westerly margin of South Mt. Juliet Road; thence with the curving margin of said Road, with a radius of 746.25 feet, a tangent of 189.276 feet, a distance of 370.734 feet to a point; thence continuing with the said margin of said road the following courses and distances: South 3° 04' East 194.17 feet to a point; thence South 86° 56' West 10 feet to a point; thence South 83° 04' East 800.20 feet to a point; thence with a curve having a radius of 2,824.495 feet, a tangent of 123.234 feet, a distance of 246.31 feet to a point; thence North 88° 04'West 10 feet to a point; thence with a curve having a radius of 814.495 feet, a tangent of 49.230 feet, a distance of 98.45 feet to a point; thence South 3° 56' West 49.80 feet to a point; thence South 86° 04' East 20 feet to a point; thence South 3° 56' West 916.35 feet to a point in the northerly line of the R. L. Ridley property; thence with Ridley's northerly line and the center line of a Lane, the following courses and distances: North 78° 28' West 49.03 feet to a point; thence North 58° 48' West 59.41 feet to a point; thence South 84° 16' West 90.12 feet to a point; thence North 79° 49' West 91.26 feet to a point; thence North 88° 59' West 382.24 feet to a point; thence South 57° 58' West 313.47 feet to a point; thence South 63° 37' West 302.89 feet to a point; thence South 57° 04' West 128.52 feet to a point; thence South 46° 55' West 310.25 feet to a point; thence South 39° 03' West 362.37 feet to a point; thence South 54° 44' West 78.70 feet to a point in the northerly line of Jack Holliday Lands; thence with Holliday's northerly line North 71° 35' West 705.49 feet to a point in the easterly line of the U. S. Government property; thence with the U. S. Government's easterly line North 4° 33' East 42.92 feet to a point; thence continuing with the U. S. Government's line North 5° 13' East 804.37 feet to a point; thence continuing with the U. S. Government's easterly line and Baltz's Easterly line North 4° 39' East 2,142.11 feet to a point, said point being also located in H. A. Jones Southerly line; thence with Jones southerly line South 81° 14' East 407.91 feet to a point; Jones southeasterly corner; thence with Jones easterly line North 2° 00' East 126.7 feet to a point located in Dan McDowell's southwesterly corner; thence with McDowell's southerly or southeasterly line North 56° 14' East 738.20 feet to a point in the southerly margin of Pugh Road, the point of beginning, and containing 160.02 acres, more or less.

Being part of the property conveyed to P. C. Nuckolls and Morris Levine, by two deeds, one from B. A. Pugh, of record in Book 4331, page 483, Register's Office for Davidson County, Tennessee, and the other from B. A. Pugh, unmarried, of record in Deed Book 162, page 613, Register's Office for Wilson County, Tennessee.

Seller agrees to release 50% of land in parcels of any size at the rate of $1152 per acre with the same per cent of the total acreage being released as the per cent of road frontage being released. Road frontage is that which is within 200' of paved roads as of date of contract.

To Have and to Hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Co-Op Properties, Inc., a Georgia Corporation heirs and assigns forever we covenant that we are lawfully seized and possessed of said real estate in fee simple, have a good right to convey it, and that the same is unencumbered, except for current taxes which are pro-rated this date and assumed by grantee.

We further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to said real estate to said Co-Op Properties, Inc., a Georgia Corporation 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 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, _____, the said Co-Op Properties, Inc., a Georgia corporation

do hereby transfer and convey unto David J. Levine, Trustee his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title and interest thereto belonging, for the purposes aforesaid, only.

_____, the said _____

do 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 $_____ 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.

_____ 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 _____ fail 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 _____, the said _____ 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 _____ fail 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; _____ 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 agrees 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 further agrees 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 Co-Op Properties, Inc., a Georgia corporation representatives or assigns.

In case of the death, absence, inability or refusal to act of said Trustee at any time when action under the foregoing power and trusts may be required, the lawful owner and holder of said 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 and Wilson County, Tennessee, and the title herein conveyed to David J. Levine, 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 P. C. Nuckolls and Morris Levine and Co-Op Properties, Inc. a Georgia corporation hereunto set our hands at Nashville, Tennessee, this the 31st day of May 19 73

P. C. Nuckolls

Morris Levine

Co-op Properties Inc.

William J. Tony, Pres.

This Instrument Was Prepared By

Morris Levine

MORRIS LEVINE, Attorney-at-Law
717 Stahlman Bldg., Nashville, Tenn.

STATE OF TENNESSEE
Davidson County

Personally appeared before me, E. N. SUMMEY, a Notary Public in and for said County and State, the within named P. C. Nuckolls and Morris Levine

the 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 31st day of May, 19 73

E. N. SUMMEY NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

Commission Expires April 27, 1977

E. N. Summey, Notary Public.

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

BOOK 4760 PAGE 169

Before me, E. N. SUMMEY, a Notary Public within and for the State and County aforesaid, personally appeared WILLIAM J. LONG and _____ with whom I am personally acquainted and who upon (his oath ~~their several oaths~~) acknowledged (himself ~~themselves~~) to be the President and _____ respectively of the Co-Op Properties, Inc. the within named bargainor, a corporation, and that (he ~~they~~) as such President and _____, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by the said William J. Long as such President, and attesting the same by the said _____ as such _____

Witness my hand and official seal at office at Nashville, Tennessee on this the 31st day of May, 1973

My commission expires April 27, 1977

E. N. Summey
Notary Public

E. N. SUMMEY NOTARY PUBLIC DAVIDSON CO. TENN. STATE OF TENNESSEE AT LARGE

STATE OF TENNESSEE
COUNTY OF DAVIDSON

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS

$ 185,802.00

Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 30 DAY OF October, 1973.

Notary Public

MY COMMISSION EXPIRES: 12-22-75

AFFIX SEAL

STATE OF TENN. DAVIDSON CO. REAL ESTATE TRANSFER TAX

5/12 E 930 pd tag 20 U 73 Downing Jr.

C 29890

INSTALLMENT DEED

FROM P. C. NICHOLLS and MORRIS LEVINE

TO Co-Op Properties, Inc. a Georgia Corporation

Attorneys Title Company Titles Guaranteed NASHVILLE, TENN.

IDENTIF. REFERENCE

OCT 30 4 19 PM '73

FELIX Z. WILSON REGISTER
DAVIDSON COUNTY, TENN.

OCT 30 73	CONV	90,000.00		
OCT 30 73	CONV	95,802.00		
OCT 30 73	MORT'G	90,000.00		
OCT 30 73	MORT'G	58,641.60		
OCT 30 73	S'TAX		A* 483.08	
OCT 30 73	S'TAX		A* 146.60	
OCT 30 73	PR'FEE		A* .50	
OCT 30 73	W'DEED		A* 10.00	* 640.18

TINLEY CO., NASHVILLE