BOOK 4863 PAGE 595

This Form furnished by Attorneys Title Company, Inc.

INSTALLMENT DEED

Form No. WD - 4

FROM
J. BRYAN TURNER ET UX
SUSIE H. TURNER

TO
COUSINS PROPERTIES OF TENNESSEE, INC.

Please Mail Back To
JOHN G. DOAK
2525 Lebanon Road
Nashville, Tenn. 37214

For draftsman's use

THIS INSTRUMENT PREPARED BY:
JOHN G. DOAK, ATTORNEY
2525 Lebanon Road
Nashville, Tennessee 37214

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
COUSINS PROPERTIES OF TENNESSEE (NAME) INC.	Same (NAME)	174
300 Interstate North (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	124
Atlanta, Georgia (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	

(FOR REGISTER'S USE)

C76084

IDENTIF. REFERENCE

Oct 25 11 08 AM '74

FELIX Z. WILSON II REGISTER DAVIDSON COUNTY, TENN.

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$437,820.00 Affiant

SUBSCRIBED AND SWORN TO BEFORE ME THIS THE 17th DAY OF October, 19 74

Notary Public

MY COMMISSION EXPIRES: February 1, 1977

(AFFIX SEAL)

NOTARY PUBLIC DAVIDSON COUNTY, TENN.

FOR AND IN CONSIDERATION OF the sum of Four Hundred Thirty-Seven Thousand Eight Hundred Twenty and no/100 ($437,820.00) DOLLARS

of which $109,455.00 has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantees has executed an installment deed note payable to the order of J. Bryan Turner et ux, Susie H. Turner in the principal amount of $328,365.00 payable in 7 successive equal annual installments of principal in the amount of $46,909.29 each plus interest in arrears on the decreasing balance at the rate of 8% per annum. (First years interest begins September 27, 1974 and first payment due September 27, 1975.) No prepayment but Grantees reserve the right to substitute collateral (satisfactory to sellers) in place of all or part of the subject premises or to substitute an escrow account sufficient to insure payment of the full outstanding principal balance plus the interest provided for herein when and as due and upon such substitution shall be entitled to full or partial releases on a pro rata basis. Grantors shall have no right to any prepayment from said escrow account and any interest the same may earn shall belong to grantees herein.

and providing for payment of attorney's fees, and to secure the payment of said note for which principal, said interest, and attorney's fee as above is expressly retained on the land herein conveyed.

J. Bryan Turner and wife, Susie H. Turner

hereinafter called the grantors, have this day bargained and sold, and do hereby transfer and convey unto

Cousins Properties of Tennessee, Inc.

herein called grantees, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

LAND in Davidson County, Tennessee, being a tract of land located generally north of Interstate Highway 24, east of Bell Road and west of Old Hickory Boulevard, more particularly described according to a survey prepared by Barge, Waggoner, Sumner & CAnnon, Engineers, dated October 10, 1974, revised October 11, 1974, as follows:

BEGINNING AT A POINT in the northerly right-of-way- of Interstate Highway 24, being the common corner of W.W. Wair, et ux, as recorded in Book 1585, page 57, R. O. D. C. Tennessee; thence, with said highway, N 41° 47' W, 1181.43 feet to a point, thence, with a curve to the left having a central angle of 0° 55' 34", a radius of 5899.58 feet, 198.33 feet to a point; thence, S 46° 17' W, 20.00 feet to a point; thence, continuing with said highway parallel with and 150 feet northerly from its centerline with a curve to the left, having a central angle of 10° 19' 26", a radius of 5879.58 feet, 1059.42 feet to a point; thence, N 54° 02' W, 2110.51 feet to a point, being the southeasterly corner of Ralph Stevens, Trustee, Tract, formerly a portion of the tract herein described; thence, with Stevens' east line, N 36° 06' E, 364.38 feet to a point in the southerly margin of L & N Railroad, Chattanooga Division, Right-of-way: thence, with said right-of-way in an easterly direction 50 feet southerly from and parallel to the center-

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

TO HAVE AND TO HOLD the said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said grantees, their 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.

We further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to the said real estate to said grantees, their 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 us in hand paid, we, the said grantees herein do hereby transfer and convey unto John G. Doak Trustee, his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title and interest thereto belonging, for the purposes aforesaid, only. We, the said grantees 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 $ full insurable value 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 interest may appear. We 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 we 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 we, the said grantees, 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 we 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; we 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 outcery, 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 conveyance. We 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. We 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 advise 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 the grantees herein, their heirs, 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, Tennessee, and the title herein conveyed to the said Trustee shall be vested in said successor.

Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

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 grantors and grantees, have hereunto set our hands this the 17th day of October 19 74

J. Bryan Turner
J. BRYAN TURNER

Susie H. Turner
SUSIE H. TURNER

COUSINS PROPERTIES OF TENNESSEE, INC.

BY: George Volkert, Pres.

BY:

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named J. Bryan Turner and wife, Susie H. Turner

the bargainor, 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 17th day of October, 19 74

Helen L. Sandson, Notary Public.

Commission expires 11 August 1975

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Before me, the undersigned, a Notary Public of the State and County aforesaid, personally appeared George Volkert with whom I am personally acquainted, and who, upon oath, acknowledged himself 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 himself as president.

Witness my hand and seal, at office in Nashville, this 17th day of October, 19 74.

HELEN L SANDSON NOTARY PUBLIC DAVIDSON COUNTY, TENN.

Notary Public.

Commission expires 11 August 1975

JOHN G. DOAK
2525 Lebanon Road

DESCRIPTION CONTINUED

line of railroad along a curve to the left having a central angle of 24° 51' 21", a radius of 2914.79 feet, 1264.59 feet to a point; thence, with the west line of Geroge W. Horton, Jr., as recorded in Book 2855, page 93, S 00° 03' E, 942.19 feet to a point, being Horton's southwest corner; thence, with Horton's south line, S 84° 25' E, 877.45 feet to a point; thence, S 81° 17' E, 1368.00 feet to a point; thence, S 07° 06' W, 1685.00feet to the point of beginning, containing 60.13 acres, more or less.

TOGETHER with a 25 foot easement for ingress and egress to Bell Road as reserved in deed of record in Book 4036, page 234, and in Book 4587, page 916, Register's Office for Davidson County, Tennessee.

BEING part of the same property conveyed to J. Bryan Turner and wife, Susie H. Turner, by deed from J. Lovell Turner and wife, of record in Book 2241, page 387, Register's Office for Davidson County, Tennessee.

J. Bryan Turner

J. Bryan Turner

Susie H. Turner

Susie H. Turner

COUSINS PROPERTIES OF TENNESSEE, INC.

BY: George Volkert Jr.

BY: _____

OCT25'72	CONV	*	~~.00~~ 437,820.00	
OCT25'72	MORT'G	*	.00 325,365.00	
OCT25'72	S'TAX		A* 1,138.28	
OCT25'72	S'TAX		A* 326.40	
OCT25'72	PR'FEE		A* .50	
OCT25'72	W'DEED		A* 6.00	* 1,471.18

Please Mail Back To
JOHN G. DOAK
2525 Lebanon Road
Nashville, Tenn. 37214