Installment Deed

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP PARCEL NUMBERS
Rebecca A. Pruet (NAME)	Guaranty Mortgage Company (NAME)	
4000 General Bates Drive (STREET ADDRESS OR ROUTE NUMBER)	First American Center (STREET ADDRESS)	118-13
Nashville, Tenn 37204 (CITY) (P. O. ZONE) (STATE)	Nashville, Tenn 37238 (CITY) (ZONE) (STATE)	236

FOR AND IN CONSIDERATION of the sum of THIRTY-EIGHT THOUSAND, FOUR HUNDRED AND NO/100 ($38,400.00) DOLLARS, of which FIVE THOUSAND AND 15/100 ($5,000.15) DOLLARS has been paid in cash, receipt of which is XXXXX hereby acknowledged, and a first mortgage assumed, having a balance of XXXXX TWELVE THOUSAND TWENTY-SIX AND 85/100 ($12,026.85) DOLLARS, which indebtedness is secured by an instrument of record in Book 2911, page 519, Register's Office for Davidson County, Tenn., XXXXXXXXXXXXXXXXXXXX XXXXXXXXXXXXXXXXXXXXXXXXXX*, and for the remainder* TWENTY-ONE THOUSAND, THREE HUNDRED SEVENTY-THREE AND NO/100 ($21,373.00)------------------ *Dollars,*

Rebecca A. Pruet *ha*s *executed* an installment deed note in the principal sum of $21,373.00 payable to the order of Ronald G. Gregory in 296 monthly installments, the first 295 installments being in the amount of $172.33, and the 296th and final installment being in the amount of $93.60. First installment is due and payable on the 1st day of April, 1975, and a payment is due and payable on the first day of each succeeding month thereafter until the entire amount, both principal and interest, has been paid in full. Said note bears interest at the rate of 8½% per annum and monthly payments include interest. Said indebtedness shall not be assumed by other parties without written approval of the holder of this note, and in the event said property is sold or conveyed, then at the option of the holder of said indebtedness, the entire indebtedness shall become due and payable.

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,

we, Ronald G. Gregory and wife, Perry N. Gregory,

have this day bargained and sold, and do hereby transfer and convey unto the said Rebecca A. Pruet,

her XXXXXXX*, heirs and assigns,*

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

Land in Davidson County, Tennessee, being Lot No. 45 on the Map of the Rolling Meadows Subdivision of record in Book 1424, pages 98 and 99, Register's Office for said County.

Said lot fronts 100 feet on the easterly side of Bates Drive and runs back between parallel lines 200 feet to a dead line.

Being the same property conveyed to Ronald G. Gregory by deed from Fletcher D. Srygley and wife, Gail G. Srygley, of record in Book 4882, page 723, Register's Office for Davidson County, Tennessee.

This Instrument Was Prepared By
Dewey W. Pedigo
Of The Law Firm Pedigo & Sandon
Stahlman Building: Nashville, Tennessee

STATE OF TENNESSEE
COUNTY OF DAVIDSON
Subscribed and sworn to before me, this the 17th day of [illegible] 19 77

The actual consideration or value whichever is greater, for this transfer is $ 38,400.00

[signature] Affiant

My commission expires: [illegible] 24, 1977 (Affix Seal)

[signature] Notary Public

This conveyance is made subject to a first mortgage deed of trust to Guaranty Mortgage Company, of record in Book 2911, page 519, Register's Office for Davidson County, Tennessee. It is understood and agreed that a default in payment on said first mortgage may be considered a default in payment on this obligation and give rise to all the rights provided herein, and that the holder hereof may make advances to keep the first mortgage current and add said advances to the balance of the note secured hereby.

It is agreed and understood that the escrow account in connection with the aforesaid indebtedness is hereby transferred to said purchaser. Insurance on said property is transferred to said purchaser.

MAR 14 75	CONV	38,400.00			
MAR 14 75	MORT'G	21,373.00			
MAR 14 75	S'TAX		A*	99.84	
MAR 14 75	S'TAX		A*	19.40	
MAR 14 75	PR'FEE		A*	.50	
MAR 14 75	W'DEED		A*	6.00	* 125.74

This is unimproved ( ) improved (X) property, known as 4000 General Bates Drive, Nashville, Tenn 37204
(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 Rebecca A. Pruet, her ~~successors~~, *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 as noted above.

We *further covenant and bind* ourselves, our *heirs and representatives, to warrant and forever defend the title to said real estate to said* Rebecca A. Pruet, her ~~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 Rebecca A. Pruet, *hereinafter referred to as trustors, hereby transfer and convey unto* Dewey W. Pedigo, *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 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 the sum of $_____, or at least the maximum insurable value, until the indebtedness herein secured is 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 or holder of said indebtedness as his interest may appear.

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; to keep the improvements on said property in good repair and preservation, 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, keep up repairs, and keep said premises insured, 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 trusts 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 13th *day of* March, *19* 75.

C90719

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IDENTIF. REFERENCE

MAR 14 1 57 PM '75

FELIX A. NIXON, JR. REGISTER
DAVIDSON COUNTY, TENN.

Ronald G. Gregory
Perry N. Gregory
Rebecca A. Pruet

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, [illegible], *a Notary Public in and for said County and State,* Ronald G. Gregory and wife, Perry N. Gregory, and Rebecca A. Pruet, *the within-named 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* 13th *day of* March, *19*75.

Commission expires June 24, 1976 *Notary Public*