THIS INSTRUMENT WAS PREPARED BY:
GAIL PIGG, ATTORNEY
8th Floor, Home Federal Tower
230 4th Avenue, North
Nashville, Tennessee 37219

Installment Deed

BOOK 4912 PAGE 723

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Maurice W. Pinson and wife, Karole B. Pinson	First and Mid-South Mortgage Company	
c/o Gail Pigg (NAME)	(NAME:) P. O. Box 2568	148
Same as Above (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS) Nashville, Tennessee 37219	164
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of One Hundred Forty-eight Thousand Three Hundred Ninety-One and 53/100 ($148,391.53)---------- *Dollars,*

of which Twenty-Two Thousand and No/100 ($22,000.00)---------- ---------- *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder One Hundred Sixteen Thousand Three Hundred Ninety-One and 53/100 ($116,391.53)---------- *Dollars,*

Maurice W. Pinson and wife, Karole B. Pinson

have ~~xxxxxx~~ assumed the unpaid balance of a note, payable to First and Mid-South Mortgage Company, said note secured by a Deed of Trust of record in Book 4753, page 17, Register's Office for Davidson County, Tennessee, and for the balance of Ten Thousand and No/100 ($10,000.00) Dollars the said Maurice W. Pinson and wife, Karole B. Pinson, have executed their joint promissory note of even date herewith in the amount of Ten Thousand and No/100 ($10,000.00) Dollars, bearing interest at Eight (8%) percent per annum. Said note is payable as follows:

Five Thousand and No/100 ($5,000.00) Dollars plus accrued interest on May 1, 1976 and Five Thousand and No/100 ($5,000.00) Dollars plus accrued interest on May 1, 1977.

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,

SEVENTY-FORTY CORPORATION, a Tennessee Corporation

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

MAURICE W. PINSON and wife, KAROLE B. PINSON

their *(successors), heirs and assigns,*

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

Beginning at a point in the easterly right-of-way of Wallace Road, said point being the northwest corner of the J. E. Kirby Tract as recorded in Book 1809, page 6, Register's Office of Davidson County, Tennessee; thence running along the easterly right-of-way of said Wallace Road with a curve to the left (Radius = 757.81 feet) 163.02 feet to a point; thence with a proposed right-of-way of Wallace Road North 66 degrees 00 minutes 00 seconds East 72.04 feet to a point, said point being the right-of-way intersection of proposed Linbar Drive and proposed Wallace Road; thence with the westerly right-of-way of said proposed Linbar Drive with a curve to the left (Radius = 389.61 feet) 407.24 feet to a point located in J. E. Kirby's north line and being the southwest corner of said described tract; thence with Kirby's north line North 84 degrees 13 minutes 39 seconds West 426.03 feet to the point of beginning, containing 32,147 square feet or 0.74 acres more or less and being located in the 5th Civil District, Davidson County, Tennessee. Being described according to a survey by Southern Land Surveying Co., Inc., dated June 19, 1972.

Being the same property conveyed to Seventy-Forty Corporation by deed from U. Grant Browning, et al, Trustees, of record in Book 4613, page 643, Register's Office for Davidson County, Tennessee.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ 148,391.53

Subscribed and sworn to before me, this the 1st day of May, 19 75

Affiant

My commission expires: 4/27/77
(Affix Seal)

Notary Public

GAIL PIGG NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TENN.

unimproved ( )
This is 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 Maurice W. Pinson and wife, Karole B. Pinson *their (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 for 1975 taxes which have been prorated and the aforesaid Deed of Trust securing First & Mid-South Mortgage Company. It is agreed that default of the first mortgage will constitute a default in the terms and conditions of the security of this instrument, to be treated in accordance with the default provisions hereinafter set forth.

We *further covenant and bind* ourselves, our *heirs and representatives, to warrant and forever defend the title to said real estate to said* Maurice W. Pinson and wife, Karole B. Pinson their *(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 Maurice W. Pinson and wife, Karole B. Pinson *hereinafter referred to as trustors, hereby transfer and convey unto* Gail Pigg, *Trustee,* her ~~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 1st *day of* May, *19* 75.

SEVENTY-FORTY CORPORATION

BY: F. Murray Parker

F. Murray Parker, Secretary

Richard L. Fulton

Richard L. Fulton, Executive Vice-President

Maurice W. Pinson

Maurice W. Pinson

Karole B. Pinson

Karole B. Pinson

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Gail Pigg, *a Notary Public in and for said County and State,* Maurice W. Pinson and wife, Karole B. Pinson

*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* 1st *day of* May, *19* 75.

Gail Pigg

Notary Public

NOTARY PUBLIC AT LARGE P.I.G. GAIL

Commission expires 4/27/77

STATE OF.....
COUNTY OF.....

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Personally appeared before me, ...*, a Notary Public in and for said County and State,* .....

.....

the within named 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 }
COUNTY OF DAVIDSON }

Before me, Gail Pigg *, a Notary Public of the State and County aforesaid, personally appeared* F. Murray Parker and Richard L. Fulton *with whom I am personally acquainted, and who, upon oath, acknowledged* them yes *self to be* Secretary and Executive Vice-President *of the* Seventy Forty Corporation, a Tennessee Corporation *the within named bargainor, a corporation, and that* they *as such* Secretary and Executive Vice-President *being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by* them yes Secretary and Exeutive Vice-President

Witness my hand and seal, at office in Nashville, Tennessee
this 1st *day of* May, *19* 75

Gail Pigg
.....*Notary Public*

Commission expires 4/27/77

NOTARY PUBLIC STATE OF TENNESSEE LARGE

MAY 14 75	CONV	90,000.00		
MAY 14 75	CONV	58,391.53		
MAY 14 75	MORT'G	10,000.00		
MAY 14 75	S'TAX		A* 385.84	
MAY 14 75	S'TAX		A* 8.00	
MAY 14 75	PR'FEE		A* .50	
MAY 14 75	W'DEED		A* 8.00	* 402.34

C 98351

INSTALLMENT DEED

FROM Seventy-Forty Corporation

TO Maurice W. Pinson et ux

IDENTIF. REFERENCE

MAY 14 3 24 PM '75

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

Chicago Title Insurance Company
First American Center — Phone 255-4631
NASHVILLE, TENNESSEE 37238