BOOK 4965 PAGE 973

This Form furnished by Attorneys Title Company, Inc.

INSTALLMENT DEED

Form No. WD - 4

FROM

.....

.....

TO

.....

prepared by:

For draftsman's use

pamp

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Lanny F. Nelms (NAME)	(NAME)	61-15
2155 Meadowbrook Dr. (STREET ADDRESS OR ROUTE NUMBER)	SAME (STREET ADDRESS)	333,338
Norcross, Georgia 30071 (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	

mail to

D2201.9

(FOR REGISTER'S USE)

IDENTIF. REFERENCE T

Oct 29 1 40 PM '75

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

$ 95,000 Lanny F. Nelms
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 29 DAY OF October 19 75

Notary Public

MY COMMISSION EXPIRES: 8-2-76

(AFFIX SEAL)

FOR AND IN CONSIDERATION OF the sum of ----------Ninety five thousand and 00/100----------

----------$95,000---------- DOLLARS

of which $ 18,500 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 assumed an Installment Deed Note payable to Joe H. Corley or Patty Jean Corley, said note bearing 9% interest, and interest only payable in five (5) quarterly installments of $1,721.25 each, the first of which quarterly interest payment will be due and payable on September 16, 1974, and the same sum due and payable each quarter thereafter on the same date, for four (4) consecutive quarters; thereafter commencing the following month at the end of the fifth quarter, the payment shall become due monthly and payable on the same date of each month thereafter in the sum of $1,036.05, which includes the interest at 9% same shall be due and payable each consecutive month thereafter for nine (9) years,

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

Pride Properties, Inc.

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

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

SEE ATTACHED LEGAL DESCRIPTION WHICH IS MADE A PART OF THIS CONTRACT.

OCT 29 75	CONV	95,000.00	A*	247.00	
OCT 29 75	S'TAX		A*	.50	
OCT 29 75	PR'FEE		A*	6.00	* 253.50
OCT 29 75	W'DEED				

This is unimproved ( ) 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 XXXXXXXXXXXXXXXX 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 $XXXXXXXXXX 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 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 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 29 day of October, 19 75.

William J. Long, Pres.

Pride Properties Inc.

Lanny F. Nelms

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, Frank J Hostettler Jr, a Notary Public in and for said County and State, the within named Lanny F. Nelms with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville Tennessee, this 29th day of oct, 1975.

Frank J Hostettler Jr, Notary Public.

Commission expires 8-2-76.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Before me, Frank J Hostettler Jr, a Notary Public of the State and County aforesaid, personally appeared William J. Long, President with whom I am personally acquainted, and who, upon oath, acknowledged him self to be President of the Pride Properties, 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 this 29th day of October, 1975.

Frank J Hostettler Jr, Notary Public.

Commission expires 8-2-76.

LEGAL DESCRIPTION

TRACT NO. 1:
Land in Davidson County, Tennessee, being Lot No. 303 and parts of Lots Nos. 302 and 288 on the Map of Inglewood Place, as of record in Book 332, page 101, Register's Office for said County, and described as follows: BEGINNING at a point in the easterly margin of Gallatin Road, 20 feet south of the common corner of Lots 302 and 303; thence with the margin of said Pike, North 19-1/2 degrees East 157 feet to a point at the northwest corner of Lot 303; thence along the northerly line of Lot 303 and Lot 288, South 66-1/2 deg. east by plan and 62-1/2 deg. east by deeds, a total distance of 241.2 feet to the common northerly corner of Lots 288 and 287; thence with the line between said lots, South 8 deg. west 124 feet to a point; thence North 72 deg. west 266.5 feet, more or less, to the point of beginning.

TRACT NO. 2
Land in Davidson County, Tennessee, being part of lot no. 288 on the plan of Inglewood Place, as of record in Book 332, page 101, Register's Office for said County, described as follows: BEGINNING on the northerly margin of Marion Avenue at the southeast corner of Lot No. 300; thence with the easterly line of Lots Nos. 300,301,302 northwardly 245 feet, more or less, to the southerly line of the property converyed to Lillie Seigenthaler, by deed from J. E. Johnson, et ux, as of record in Book 651, page 551, said Register's Office; thence with said line eastwardly 54.5 feet, more or less, to the westerly line of Lot No. 287 thence with said line, southwardly 28.5 feet to a corner of the property conveyed to Blanceh V. Carrier, by deed from Ruby Mai Campbell, et vir, as of record in Book 754, page 521, said Register's Office: thence with the line of said Carrier property, westwardly 26-1/2 feet to another corner of said Carrier lot; thence with the westerly line of said Carrier southwardly 186-1/2 feet to the northerly margin of Marion Avenue; thence with the said Avenue, westwardly 100 feet, more or less, to the beginning.

Being the same property convered to Joe H. Corley and wife, Patty Jean Corley, by deed from Daniel T. Leech and wife, Sara B. Leech, of record in Book 4698, kpages 657 and 659, Register's Office for Davidson County, Tennessee.

William J. Long, Pres -
Pride Properties Inc -
Larry T. Nelms