Installment Deed

470 Hill Blvd
Nashville, Tn 37217

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP PARCEL NUMBERS
Jimmy Riggins (Alice) (NAME:)	Same (NAME:)	Map 121
Pulley Rd Route 1 (STREET ADDRESS OR ROUTE NUMBER)	BOOK 5105 PAGE 432 (STREET ADDRESS)	Parcel 45 & 46
Davidson Tenn 37214 (CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of Fifty-Three Thousand and No/100---- ----------($53,000.00)---------- *Dollars,*

of which Ten Thousand and No/100 ($10,000.00)---------- ---------- *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder Forty-Three Thousand and No/100 ----------($43,000.00)---------- *Dollars,*

Jimmy B. Riggins and wife, Alice M. Riggins, *have executed* two installment deed notes payable to the order of Vernon O. Pulley, one note being in the principal amount of $25,000.00 payable in 180 monthly installments of $224.71 each, with the first installment due and payable February 8, 1977, and on the same day of each succeeding month until the entire amount, both principal and interest, has been paid in full. Said note bears interest at the rate of 7% per annum and interest is included in said payments. One note in the principal amount of $18,000.00 payable on or before January 1, 1992. Said note bears interest at the rate of 7% per annum and interest in the amount of $105.00 is payable each month, beginning February 8, 1977, and on the same day of each month thereafter until the entire note, both principal and interest, is paid in full. Default on either note shall be considered as default on both notes.

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, Vernon O. Pulley and wife, Elsie B. Pulley,

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

Jimmy B. Riggins and wife, Alice M. Riggins,

their ~~successors~~ *heirs and assigns,*

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

Tract 1: Land lying and being in the 3rd Civil District of Davidson County, Tennessee, and described according to an unrecorded survey made by John D. McCormick 12-23-76 as follows, to wit:

Beginning at an iron pin in the easterly margin of Pulley Road, said point being the northwest corner of the property conveyed to W. T. Hall and wife of record in Book 3924, page 961, said Register's Office; thence south 87° 25' east 178.4 feet to a point; thence north 0° 44' east 165.0 feet to a point in the easterly margin of Pulley Road; thence along the easterly margin of Pulley Road in a southwesterly direction 247.7 feet to the point of beginning.

Being the same property conveyed to Vernon Pulley and wife, Zula Mai Pulley, by deed from Jones Lumber Company, Incorporated, of record in Book 3646, page 385, Register's Office for Davidson County, Tennessee. The said Zula

(Continued)

This Instrument Was Prepared By
Of The Law Firm Pedigo & Saindon
Stahlman Building: Nashville, Tennessee

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $53-00

Affiant

Subscribed and sworn to before me, this the 8 day of January 19 77

My commission expires: 2-4-77
(Affix Seal)

Notary Public

M. Pulley is now deceased and Elsie B. Pulley is now the wife of Vernon Pulley. Vernon Pulley and Vernon O. Pulley is one and the same person.

Tract No. 2: Land lying and being in the 3rd Civil District of Davidson County, Tennessee, and described according to a survey made by John B. McCormick 12-23-76 as follows, to wit:

Beginning at an iron pin in the easterly margin of Pulley Road, said point being the northwest corner of the herein described property and the southeast corner of the property conveyed to Cecil E. Waggoner and wife by deed of record in Book 2741, page 175, Register's Office for Davidson County, Tennessee; thence south 77° 46' east 125.2 feet to an iron pin; thence south 2° 12' west 43.5 feet to an iron pin; thence south 87° 30' east 703.5 feet to an iron pin; thence south 1° 30' west 1181.5 feet to an iron pin; thence north 87° 25' west 277.0 feet to an iron pin; thence north 1° 30' east 818.0 feet to an iron pin; thence north 87° 25' west 101.2 feet to an iron pin; thence north 1° 30' east 210.6 feet to an iron pin; thence north 87° 25' west 462.0 feet to a point; thence north 0° 44' east 165.0 feet to a point in the easterly margin of Pulley Road; thence in a northerly direction along the easterly margin of Pulley Road 84.1 feet to the point of beginning.

Being the same property conveyed to Vernon O. Pulley and wife, Zula Mai Pulley, by deed from Alfred Pulley of record in Book 2741, page 171, Register's Office for said County. The said Zula Mai Pulley is now deceased and Elsie B. Pulley is the wife of Vernon O Pulley

~~The above described property is conveyed subject to cemetery located on said property as is recited in Book 6[illegible] page [illegible] Register's Office for said County. The above described property is conveyed subject to said cemetery and the right of ingress and egress thereto.~~

The grantors, Vernon O. Pulley and wife, Elsie B. Pulley, convey said property in an "as is" condition, with no guaranties.

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 Jimmy B. Riggins and wife, Alice M. Riggins, 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.*

We *further covenant and bind* ourselves, our *heirs and representatives, to warrant and forever defend the title to said real estate to said* Jimmy B. Riggins and wife, Alice M. Riggins, 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 Jimmy B. Riggins and wife, Alice M. Riggins, *hereinafter referred to as trustors, hereby transfer and convey unto* Dewey Pedigo, Jr., *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 4th day of January, 1977.

Vernon O. Pulley

Elsie B. Pulley

Jimmy B. Riggins

Alice M. Riggins

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Dewey W. Pedigo, a Notary Public in and for said County and State, Vernon O. Pulley and wife, Elsie B. Pulley,

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 4th day of January, 1977.

Dewey W. Pedigo
Notary Public at Large

DEWEY W. PEDIGO NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

Commission expires 11-12-78

BOOK 5105 PAGE 435

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Otis W. Shadden *a Notary Public in and for said County and State,* Jimmy B. Riggins and wife, Alice M. Riggins,

*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* 8 *day of* January, *19* 76

Otis W. Shadden *Notary Public*

Commission expires 2-4-77

OTIS W. CHALLEN NOTARY PUBLIC DAVIDSON COUNTY, TENN.

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Before me, ..., *a Notary Public of the State and County aforesaid, personally appeared* ....., *with whom I am personally acquainted, and who, upon oath, acknowledged* .....*self to be* ..... *of the* ....., *the within named bargainor, a corporation, and that* .....*he as such* ....., *being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by* .....*self as* .....

Witness my hand and seal, at office in ....., *this* .....*day of* ....., *19*.....

.....*Notary Public*

Commission expires .....

JAN 13 77	CONV	53,000.00			
JAN 13 77	MORT'G	43,000.00			
JAN 13 77	S'TAX		B*	137.80	
JAN 13 77	S'TAX		B*	41.00	
JAN 13 77	FEE		B*	.50	
JAN 13 77	UNFED		B*	8.00	* 187.30

INSTALLMENT DEED

FROM VERNON O. PULLEY, ET UX

TO JIMMY B. RIGGINS, ET UX

D 85000

REFERENCE

JAN 13 9 14 AM '77

REGISTER

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

PEDIGO & SAINDON