BOOK 5142 PAGE 562

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INSTALLMENT DEED Form No. WD - 4

FROM
John A. Brown and
Charles A. Burdeshaw

TO
Profit Sharing Plan And Trust of Benjamin M. Pridemore, Jr., D. D. S., P. C.

For draftsman's use
Prepared by:
John G. Doak , Attorney
2525 Lebanon Rd.
Nashville, Tenn. 37214

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Profit Sharing Plan and Trust of Benjamin M. Pridemore, Jr., D. D. S., P. C. (NAME)	(SAME) (NAME)	
23 John Maddox Drive (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	
Rome, Georgia 30161 (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	

(FOR REGISTER'S USE)

IDENTIF REFERENCE

MAY 2 2 04 PM '77

FEE ... REGISTER ... DAVIDSON CO., TENN.

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 50,000.00 Marie B. Cummings
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 29th DAY OF April, 1977.

Notary Public

MY COMMISSION EXPIRES: 5-29-79

(AFFIX SEAL)

20162

FOR AND IN CONSIDERATION OF the sum of Fifty Thousand Dollars ($50,000.00) DOLLARS

of which $ 20,000.00 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 of even date payable to the order of grantors herein in the principal amount of $30,000.00 payable annually $10,000.00 to principal plus interest at the rate of 8 1/2% per annum for 3 years; the first such payment of principal and interest due on the 29th day of April, 1978.

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,

John A. Brown and Charles A. Burdeshaw

hereinafter called the grantors, have this day bargained and sold, and do hereby transfer and convey unto Profit Sharing Plan and Trust of Benjamin M. Pridemore, Jr., D. D. S., P. C.

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

A tract of land on the northwesterly side of Lebanon Road (U. S. Highway 70N) in the 4th Civil District of Davidson County, Tennessee and being described as follows:

SAID TRACT of land begins at an iron pin on the northwesterly margin of Lebanon Road (U. S. Highway 70N), said pin being also the southeasterly corner of Tenneco Oil Company's Tract as of record in Book 4470, page 144, Register's Office for Davidson County, Tennessee; thence with the northwesterly margin of Lebanon Road S37° 22' W 100 feet to a point on said margin; thence N 51° 37' W 187 feet to a point; thence N 55° 24' W 13 feet to a point; thence N 37° 22' E 100 feet to a point; thence S 55° 24' E 13 feet to an iron pin at Tenneco Oil Company's northwesterly corner; thence with Tenneco Oil Company's southwesterly line S 51° 37' E 187 feet to the point of beginning.

BEING part of the same property conveyed to John A. Brown and Charles A. Burdeshaw by deed from T. J. Van Patten and James P. Cella by deed of record in Book 4781, page 302 and by deed from W. E. Weems II and Lee Putman of record in Book 4887, page 109, Register's Office for Davidson County, Tennessee.

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 except for Installment Deed of record in Book 4781, page 302, Register's Office for Davidson County, Tennessee, which grantors agree to pay when and as due and to obtain a release of said lien when this lien shall be paid in full.

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 thereby, 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 29th day of April 19 77

John A. Brown Lorraine S. Brown

Charles A. Burdeshaw Rosemary B. Burdeshaw

Profit Sharing Plan and Trust of Benjamin M. Pridemore, Jr., D. D. S., P. C.
By: Benjamin M. Pridemore, Jr., D.D.S. Trustee

Benjamin M. Pridemore, Jr., D.D.S. Trustee

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 John A. Brown and Charles A. Burdeshaw and wives, Lorraine S. Brown and Rosemary B. Burdeshaw the bargainors, 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 29th day of April, 19 77

Helen L. Jenkins Notary Public.

Commission expires 5-20-79

HELEN L. JENKINS NOTARY PUBLIC DAVIDSON COUNTY

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Before me, the undersigned, a Notary Public of the State and County aforesaid, personally appeared Benjamin M. Pridemore, Jr., D.D.S., Trustee, with whom I am personally acquainted, and who, upon oath, acknowledged him self to be the Trustee of the Profit Sharing Plan and Trust of Benjamin M. Pridemore, Jr., D. D. S., P. C., the within named bargainor, a corporation, and that he as such Trustee, 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 Trustee

Witness my hand and seal, at office in Nashville, Tennessee, this 29th day of April, 19 77

Helen L. Jenkins Notary Public.

Commission expires 5-20-79

HELEN L. JENKINS NOTARY PUBLIC DAVIDSON COUNTY TENN.

MAY-27-77	CONV	50,000.00				
MAY-27-77	MORT'G	30,000.00				
MAY-27-77	S'TAX		B*	130.00		
MAY-27-77	S'TAX		B*	28.00		
MAY-27-77	PR'FEE		B*	.50		
MAY-27-77	M'DEED		B*	4.00	*	162.50