BOOK 5183 PAGE 8

# Installment Deed

This instrument was prepared by
GRISSIM AND SHORT, Attorneys
Court Square Building
Nashville, Tennessee

| ADDRESS NEW OWNER (S) AS FOLLOWS: | SEND TAX BILLS TO: | MAP-PARCEL NUMBERS |
|---|---|---|
| PgP Industries, Inc. | Same | 19-13-45 |
| (NAME:) Anderson Lane | (NAME:) | |
| (STREET ADDRESS OR ROUTE NUMBER) Hendersonville, TN 37075 | (STREET ADDRESS) | |
| (CITY) (P. O. ZONE) (STATE) | (CITY) (ZONE) (STATE) | |

*FOR AND IN CONSIDERATION of the sum of* One Hundred Fourty-seven Thousand and No/100----------($147,000.00)--------*Dollars,* *of which* Fourteen Thousand, Seven Hundred and No/100----------($14,700.00)----------*Dollars, has been paid in cash, the receipt of which is hereby acknowledged, and for the remainder* One Hundred Thirty-two Thousand and No/100----------($132,300.00)----------*Dollars,* PgP Industries, Inc. *has executed*

an installment deed note of even date with the first installment in the amount of $26,901.00 due on January 15, 1978, and the remaining principal amount of $110,250.00 due in monthly installments of $1,337.65, which includes principal and interest at 8%, with the first payment of this amount due on February 15, 1978, and installments due on the 15th of each month thereafter for 10 years until paid in full;

The said note must be paid in full if the property is subsequently sold;

*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,* W. C. Moncrief & Co., Inc.

*have this day bargained and sold, and do hereby transfer and convey unto the said* PgP Industries, Inc.

Its *(successors), heirs and assigns,*

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

Land in the 10th Civil District of Davidson County, Tennessee, described according to a survey made by Dixie Engineering Associates, dated August 2, 1971, described as follows:

Beginning at an iron pin in the westerly line of the L & N Railroad track and the center of Depot Street corner to said L & N Railroad property; thence with the center line of said street S 77° 00' W 446.15 feet to an iron pin in the center line of Church Street; thence with the center line of Church Street, N 20° 33' W 263.39 feet to a point; thence leaving the center line of Church Street and with the center line of Jackson Street, N 76° 58' E 327.79 feet to an iron pin; thence N 20° 07' W 307.18 feet to an iron pin; thence N 76° 38' E 102.53 feet to an iron pin in the westerly right-of-way of the L & N Railroad tract; thence S 22° 26' E 307.86 feet to an iron pin; thence S 21° 17' E 266.48 feet to the point of beginning.

Being property conveyed to W. C. Moncrief & Company, Inc., a Tennessee corporation by deed from W. C. Moncrief, Jr., and wife, Jacqueline R. Moncrief, Frank R. Tinnon and wife, Sally W. Tinnon of record in Book 1682, page 571, by deed from The City of

C. W. PHIPPS NOTARY PUBLIC DAVIDSON COUNTY TENNESSEE

STATE OF TENNESSEE
COUNTY OF DAVIDSON } The actual consideration or value whichever is greater for this transfer is $147,000.00

Subscribed and sworn to before me this the 1st day of August, 1977.

Affiant

My commission expires NOV 2, 1977 My Commission Expires Nov. 2, 1977

Notary Public

Goodlettsville, a municipal corporation of record in Book 3252, page 325, by deed from J. D. Peay and wife, Josephine G. Peay of record in Book 967, page 145, said Register's Office. Being the same property conveyed to W. C. Moncrief and M. M. Ransom by deed from G. W. Jackson and wife, Josie C. Jackson and J. D. Peay and wife, Josephine G. Peay of record in Book 754, page 640, said Register's Office, and by decree in Chancery Court, Davidson County, Tennessee, Rule No. 93380, property was divested from M. M. Ransom and his unknown heirs and W. C. Moncrief and vested into W. C. Moncrief and Company, a Tennessee corporation.

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* PgP Industries, Inc. its *(successors), heirs and assigns forever.* It *covenant that* it is *lawfully seized and possessed of said real estate in fee simple, have a good right to convey it, and that the same is unencumbered.*

It *further covenant and bind* itself, its *heirs and representatives, to warrant and forever defend the title to said real estate to said* PgP Industries, Inc. its *(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* PgP Industries, Inc. *hereinafter referred to as trustors, hereby transfer and convey unto* J. M. Grissim, *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* insurable amt. *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 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* August, 1977.

W. C. MONCRIEF & CO., INC.

By W. C. Moncrief Jr. Pres.

PgP INDUSTRIES, INC.

By Peter G. Pate

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

*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.....Tennessee, this.....day of....., 19.....*

.....*Notary Public*

*Commission expires.....*

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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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* .....

AUG 11 77 CONV 80,000.00
AUG 11 77 MORT'G 90,000.00
AUG 11 77 MORT'G 42,300.00
AUG 11 77 S'TAX B* 382.20
AUG 11 77 S'TAX B* 130.30
AUG 11 77 PR'FEE B* .50
AUG 11 77 W'DEED B* 8.00 * 521.00

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

*Before me,* the undersigned, *a Notary Public of the State and County aforesaid, personally appeared* W. C. Moncrief, *with whom I am personally acquainted, and who, upon oath, acknowledged* him *self to be* President *of the* W. C. Moncrief & Co., 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, Tennessee, *this* 1st *day of* August, *19* 77

*Commission expires* My Commission Expires NOV. 2, 1977

..... *Notary Public*

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Before me, the undersigned, a Notary Public of the State and County aforesaid, personally appeared P. G. Prater, with whom I am personally acquainted, and who, upon oath, acknowledged himself to be President of the PgP Industries, 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 himself as President.

Witness my hand and seal, at office in Nashville, Tennessee, this 1st day of August, 1977.

My commission expires:
My Commission Expires NOV. 2, 1977

Notary Public

**INSTALLMENT DEED**

FROM W. C. MONCRIEF CO., INC.

TO PgP INDUSTRIES, INC.

File Box 3

E 19919

IDENTIF. REFERENCE

AUG 11 2 09 PM '77

FELIX Z. WILSON JR. REGISTER
DAVIDSON COUNTY, TENN.

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