INSTALLMENT DEED BOOK 5497 PAGE 8

For and in Consideration of the sum of Fifty-Eight Thousand and No/100 ($58,000.00) Dollars, of which Eight Thousand and No/100 ($8,000.00) Dollars, has been paid in cash by Gary L. Nelson and wife, Janice E. Nelson, the receipt of which is hereby acknowledged, and for the remainder Fifty Thousand and No/100 ($50,000.00) Dollars, the said Gary L. Nelson and wife, Janice E. Nelson have executed their Lien Note payable to John Hieserman Primm. Said balance of $50,000.00 has been amortized over a period of 30 years from date. Payments for 15 years or 180 months shall be in the amount of $438.79 each, beginning October 15, 1979. Like payments in the amount of $438.79 are due on or before the 15th day of each succeeding month thereafter until paid in full. The 181st payment is in the amount of $40,830.60 and will be due and payable on or before 15 years from date of this instrument (October 15, 1994). All payments include interest at the rate of ten (10%) per cent per annum. Said payments shall be mailed to John Hieserman Primm at 6134 Monticello, Dallas, Texas 75214, or at any other place he may designate in writing. Any number of payments may be made on any paying date and this note may be paid in full on any paying date.

all of said notes bearing ten (10%) per cent interest from date, and providing for payment of attorney's fees, and to secure the payment of said notes, principal and interest, and attorney fees, a lien is expressly retained on the land herein conveyed, Gertrude H. Primm and John Hieserman Primm

have this day bargained and sold, and do hereby transfer and convey unto the said Gary L. Nelson and wife, Janice E. Nelson, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Being Lot No. 29 and the westerly half of Lot No. 28 on the Map of Eastmoor Place, as of record in Book 547, Pages 177 and 178, Register's Office for Davidson County, Tennessee.

Said Lot No. 29 and the westerly part of 28 adjoin and front together 90 feet on the southerly side of East Delmas Avenue, and run back between parallel lines 234.3 feet to a dead line.

Being the same property devised to John Hieserman Primm and Gertrude H. Primm under the Will of Maude M. Primm, deceased of record in Will Book 126, Page 62, County Court Clerk's Office for Davidson County, Tennessee.

Taxes for the year 1979 have been prorated by the parties as of the date of this deed and will be paid by the Grantees herein.

This is improved XX unimproved ( ) property, know as 1122 East Delmas Avenue, Nashville, Tn. 37216
(House Number) (Street) P. O. Address: (City or Town) (Zip Code)

To Have and to Hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Gary L. Nelson and wife, Janice E. Nelson, 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 said real estate to said Gary L. Nelson and wife, Janice E. Nelson, 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 Gary L. Nelson and wife, Janice E. Nelson

do hereby transfer and convey unto Earl Thompson, 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 Gary L. Nelson and wife, Janice E. Nelson

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 $ 50,000.00 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 interst 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 Gary L. Nelson and wife, Janice E. Nelson 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 trust 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 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 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 Gary L. Nelson and wife, Janice E. Nelson, their representatives or assigns.

*The insurance must cover Fire and Lightning, Extended Coverage (hail and windstorm); and Vandalism and Malicious Mischief.

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 Earl Thompson, Trustee, shall be vested in said successor.

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 Gertrude H. Primm and John Hieserman Primm and Gary L. Nelson and wife, Janice E. Nelson have hereunto set our hands at Dallas, Texas and Nashville, Tennessee, this the 6th day of September 19 79

Gertrude H. Primm

Gertrude H. Primm

John Hieserman Primm

John Hieserman Primm

Gary L. Nelson

Gary L. Nelson

Janice E. Nelson

Janice E. Nelson

STATE OF TENNESSEE
Davidson County

Personally appeared before me, Judy M. Butler, a Notary Public in and for said County and State, the within named Gary L. Nelson and wife, Janice E. Nelson

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 11th day of September, 1979

Judy M. Butler, Notary Public.

Commission Expires 4/29/81

NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

STATE OF TEXAS
DALLAS **County.**

Personally appeared before me, Sarah Burns, a Notary Public in and for said County and State, the within named Gertrude H. Primm and John Hieserman Primm

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 Dallas, Texas this 6th day of September, 1979

Sarah Burns, Notary Public.

Commission Expires 11-5-80

NOTARY PUBLIC STATE OF TEXAS

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

BOOK 5497 PAGE 11

Before me, ..., a Notary Public of the State and County aforesaid, personally appeared .....,

with whom I 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 .....

(over for additional acknowledgements)

F 5 1 3 3 9

IDENTIF. REFERENCE

SEP 11 3 52 PM '79

FELIX Z. WHITSON II REGISTER
DAVIDSON COUNTY, TENN.

INSTALLMENT DEED

FROM
GERTRUDE H. PRIMM AND
JOHN HIESERMAN PRIMM

TO

GARY L. NELSON AND WIFE,
JANICE E. NELSON

Attorneys Title Company
Titles Guaranteed

NASHVILLE, TENN.

THIS INSTRUMENT PREPARED BY:
EARL THOMPSON, ATTORNEY
1406 Nashville City Bank Bldg.
Nashville, Tennessee 37201

TOOLEY CO. NASHVILLE

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Gary L. Nelson and wife, Janice E. Nelson	Same	Map-Parcel
1122 Delmas Avenue (STREET ADDRESS OR ROUTE NUMBER)	Same (STREET ADDRESS)	72-10-190
Nashville, Tn. 37216 (CITY) (STATE) (P. O. ZIP)	Same (CITY) (STATE) (ZIP)	

THIS INSTRUMENT WAS PREPARED BY
EARL THOMPSON, ATTORNEY
1406 Nashville City Bank Bldg.
Nashville, Tennessee 37201

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 58,000.00 Gary L. Nelson
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 11th DAY OF September, 19 79

Judy M. Butler
Notary Public

MY COMMISSION EXPIRES: 4/29/81

(AFFIX SEAL)

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF BOOK 5497 PAGE 12

FOR

CO - CONVEYANCE	CC - CERTIFIED COPY	MISC - MISCELLANEOUS
MO - MORTGAGE	REL - RELEASE	CO TX - STATE TAX CONVEY
WD - WARRANTY DEED	UCC - UNIFORM COMMERCIAL CODE	MO TX - STATE TAX MORT
TD - TRUST DEED		PRFEE - PROBATE FEE

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL PAID
			[illegible]	
			[illegible]	
			150.00 CO TX	
			48.00 MO TX	
			.50 PRFEE	
			15.00 MOFEE	
			CHECK	211.30-
			0784AUG/11/75 BAL	.30

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

F. 5 1 3 3 9

IDENTIF. REFERENCE

SEP 11 3 52 PM '75

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

No. 711025