This instrument prepared by: Frank S. King, Jr., Atty.
507 American Trust Bldg.
Nashville, Tennessee

Installment Deed

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Flem B. Cooley, et ux	SAME	14D -40570
(NAME:) Rt. #1, Bernard Road	(NAME:)	
(STREET ADDRESS OR ROUTE NUMBER) Joelton, Tennessee	(STREET ADDRESS)	BOOK 4414 PAGE 870
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of

FOURTEEN THOUSAND NINE HUNDRED FIFTY -- ($14,950.00) ------- *Dollars,*

of which

ONE THOUSAND FIVE HUNDRED -- ($1,500.00) ----- *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder

THIRTEEN THOUSAND FOUR HUNDRED FIFTY --- ($13,450.00) ------- *Dollars,*

Flem B. Cooley and wife, Nancy H. Cooley, *have executed* one note of even date herewith payable to Sellers in the original amount of $5,450.00, payable in monthly installments of $60.52 each, beginning the 1st day of June 1970, and a like payment of $60.52 on the 1st day of each and every month until said indebtedness is paid in full. Interest at the rate of 6% per annum has been computed and is included in the monthly payments; AND Grantees also agree to pay and assume the unpaid principal balance of a note in the original amount of $8,000.00, secured by deed of trust of record in Book 4344, page 656, Register's Office for Davidson County, Tennessee, payable as specified therein,

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, Douglas N. Covington and wife, Martha P. Covington,

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

Flem B. Cooley and wife, Nancy H. Cooley,

their *(successors), heirs and assigns,*

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

A tract of land in the 14th Civil District of Davidson County, and being the southwest part of Lot No. 8 on the Map of Henry Floto Estate, of record in Book 421, page 147, Register's Office for said County, and described according to a survey made by John Setters, Surveyor, dated September 1943, as follows:

BEGINNING at a stake in the center of Bernard Road and being the southeast corner of Lot No. 8 and the southwest corner of Lot No. 7 of the Eberls property, not of record, thence with the center of Bernard Road, North 51° west 400 feet; thence North 15-1/2° west 400 feet; thence north 38° west 100 feet; thence north 75° west 400 feet; thence north 89° west 100 feet; thence south 38° west 100 feet; thence south 7-1/2° west 300 feet; thence south 40° west 108 feet to the center of Buck Branch and the east line of John Rotero's land in the north margin of a 20-foot road or right-of-way crossing said branch at this corner, which cannot be closed; thence with the center of Buck Branch, south 38° east 200 feet; thence south 21° east 200 feet; thence south 30° east 104 feet to the southwest corner of said Lot No. 8; thence south 89° east, along the south boundary line of said Lot 8, 1,000 feet to the point of beginning, containing 15 acres, more or less.

Being the same property conveyed to Douglas N. Covington and wife, Martha P. Covington, by deed from Jeraldine F. Goodman of record in Book 4344, page 652, Register's Office for said County.

STATE OF TENNESSEE,
DAVIDSON COUNTY.

I, or we, hereby swear or affirm that the actual consideration for this transfer, or value of the property or interest in property transferred, whichever is greater, is $14,950.00, which amount is equal to or greater than the amount which the property or interest in property transferred would command at a fair and voluntary sale.

Flem B Cooley
Affiant

Subscribed and sworn to before me this the 1st day of May, 1970

My commission expires May6, 1972

MYERS BROS. NOTARY PUBLIC DAVIDSON COUNTY, TENN.

unimproved
This is improved (X) property, known as Route #1, Bernard Road, Joelton, Tennessee
(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 Flem B. Cooley and wife, Nancy H. Cooley, 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.*, except for abovementioned deed of trust assumed by Grantees.

MAY-4??	CONV	14,950.00			
MAY-4??	MORT'G	*5,450.00			
MAY-4??	S'TAX		A*	38.74	
MAY-4??	S'TAX		A*	3.40	
MAY-4??	PR'FEE		A*	.50	
MAY-4??	D'DEED		A*	4.50	* 47.14

We *further covenant and bind* ourselves/our *heirs and representatives, to warrant and forever defend the title to said real estate to said* Flem B. Cooley and wife, Nancy H. Cooley, 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 Flem B. Cooley and wife, Nancy H. Cooley, *hereinafter referred to as trustors, hereby transfer and convey unto* Frank S. King, 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 30 *day of* April, *19* 70

A 76240

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IDENTIF. REFERENCE

MAY 4 8 28 AM '70
FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

Douglas N. Covington
Martha P. Covington

Flem B. Cooley
Nancy H. Cooley

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, MYERS E. BROWN *a Notary Public in and for said County and State,* Douglas N. Covington and wife, Martha P. Covington, AND Flem B. Cooley and wife, Nancy H. Cooley, *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 MADISON *Tennessee, this* 30 *day of* April, *19* 70

NOTARY PUBLIC DAVIDSON COUNTY, TENN.

Myers E. Brown *Notary Public*

My commission expires May 6 1972