INSTALLMENT DEED

For and in Consideration of the sum of $35,000.00

Thirty Five Thousand and - - - - - - - - - - - - - 00/100 ($35,000.00) Dollars,

of which Seven Thousand Five Hundred and - - - - - - - - -00/100 ($35,000.00) Dollars,

has been paid in cash by Victor Cooley and wife, Lanelle M. Cooley

the receipt of which is hereby acknowledged, and for the remainder of $27,500.00

Twenty Seven Thousand Five Hundred and - - - - - - - - 00/100 ($27,500.00) Dollars,

the said Victor Cooley and wife, Lanelle M. Cooley have executed an Installment Deed Note of even date herewith in the principal sum of $27,500.00 payable to Emma Louise Apple in 240 Monthly Installments of Two Hundred Twenty One and Fifty Four-one hundredths ($221.54) Dollars the first installment being due on the 1ST day of AUGUST 1975, and a like installment on the 1ST day of each succeeding month until the amount of both principal and interest are paid in full. Said installments include interest at the rate of 7 1/2% per annum.

all of said notes bearing seven and one-half 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, I, Emma Louise Apple

have this day bargained and sold, and do hereby transfer and convey unto the said Victor Cooley and wife, Lanelle M. Cooley their heirs and assigns, Two tracts of land in Davidson County, Tennessee, as follows:

TRACT NO. 1: Being lots Nos. 1, 2 and 3, of Block "G" on the Plan of Jackson Park, Section 2, as of record in Book 843, page 21, Register's Office for said County.

Said Lots 1, 2 and 3 adjoin and front together 180 feet on the south side of Eastdale Avenue and run back between lines measuring 139 feet on the east line of Lot No. 3 and 145 feet 6 inches on the west line of Lot No. 1, to a dead line in the rear measuring 180 feet thereon.

Being the same property conveyed to T. J. Apple and wife, Emma Louise Apple, by deed from Annie Rebecca Hamilton, of record in Book 2141, page 311, Register's Office for Davidson County, Tennessee. The said T. J. Apple having since died.

TRACT NO. 2: Being the westerly 30 feet front and 35 feet rear of Lot No. 4 of Block "G" on the Plan of Jackson Park, Section 2, of record in Book 843, page 21, Register's Office for said County.

Said part of said lot fronts 30 feet on the southerly side of Eastdale Avenue and runs back 142 feet 6 inches, more or less, on the easterly line and 139 feet on the westerly line, to a dead line, measuring 35 feet thereon.

Being the same property conveyed to Thurston J. Apple and wife, Emma Louise Apple, by deed from T. E. Frensley, III and wife, Lucile, of record in Book 2636, page 169, Register's Office for Davidson County, Tennessee. The said Thurston J. (T.J.) Apple having since died. INCLUDED in the above description but expressly EXCLUDED therefrom is that portion of said property conveyed to John L. Head and wife, Verna C. Head, by deed from Thurston J. Apple and wife, Emma Louise Apple, of record in Book 2708, page 329, Register's Office for Davidson County, Tennessee, described as follows:

Being the easterly 10 feet front and 15 feet rear of the westerly one-half of Lot No. 4 of Block "G" on the Plan of Jackson Park, Section 2, as of record in Book 843, page 21, Register's Office for said County.

Said part of said lot fronts 10 feet on the southerly side of Eastdale Avenue and runs back 142 1/2 feet, more or less, on the easterly line and 141 1/2 feet, more or less, on the westerly line, to a dead line, measuring 15 feet thereon.

This is improved property known as 1200 Eastdale Avenue Nashville, Tennessee 37216

To Have and to Hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Victor Cooley and wife, Lanelle M. Cooley heirs and assigns forever. I covenant that I am lawfully seized and possessed of said real estate in fee simple, have a good right to convey it, and that the same is unencumbered.

I further covenant and bind my heirs and representatives, to warrant and forever defend the title to said real estate to said Victor Cooley and wife, Lanelle M. Cooley 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 Victor Cooley and wife, Lanelle M. Cooley

do hereby transfer and convey unto Paul G. Blankenship, 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 Victor Cooley and wife, Lanelle M. Cooley 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 $27,500.00 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 Victor Cooley and wife, Lanelle M. Cooley 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; if 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. 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 Victor Cooley and wife, Lanelle M. Cooley 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 Paul G. Blankenship, 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 Emma Louise Apple and Victor Cooley and wife, Lanelle M. Cooley hereunto set our hands at Nashville, Tennessee, this the 27th day of November 1974

Emma Louise Apple

Victor Cooley

Lanelle M. Cooley

STATE OF TENNESSEE
Davidson County

Personally appeared before me, Paul G. Blankenship, a Notary Public in and for said County and State, the within named Emma Louise Apple and Victor Cooley and wife, Lanelle M. Cooley

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 27th day of November, 1974

Paul G. Blankenship, Notary Public.

Commission Expires August 14, 1976

STATE OF _____

_____ **County.**

Personally appeared before me, _____, a Notary Public in and for said County and State, the within named _____

the 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 _____

STATE OF TENNESSEE
COUNTY OF DAVIDSON

BOOK 4871 PAGE 851

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)

NOV29'74	CONV	35,000.00			
NOV29'74	MORT'G	27,500.00			
NOV29'74	S'TAX		A*	91.00	
NOV29'74	S'TAX		A*	25.50	
NOV29'74	PR'FEE		A*	.50	
NOV29'74	W'DEED		A*	8.00	* 125.00

INSTALLMENT DEED

FROM

TO

Attorneys Title Company
Titles Guaranteed
NASHVILLE, TENN.

C 79939

IDENTIF. REFERENCE

Nov 29 9 40 AM '74

FELIX Z. WILSON, REGISTER
DAVIDSON COUNTY, TENN.

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Victor Cooley Et Ux (NAME)	Victor Cooley (NAME)	Map 61-12
1200 Eastdale Avenue (STREET ADDRESS OR ROUTE NUMBER)	1200 Eastdale Avenue (STREET ADDRESS)	Parcel 31
Nashville, Tennessee 37216 (CITY) (STATE) (P. O. ZIP)	Nashville, Tennessee 37216 (CITY) (STATE) (ZIP)	15-D 23330

THIS INSTRUMENT WAS PREPARED BY
Paul G. Blankenship, Attorney
3311 Gallatin Road
Nashville, Tennessee 37216

STATE OF TENNESSEE
COUNTY OF DAVIDSON

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS 35,000.00

$ 35,000.00 Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 27th DAY OF November, 1974.

Notary Public

MY COMMISSION EXPIRES: AUGUST 14, 1976

(AFFIX SEAL)