BOOK 5063 PAGE 974

This Form furnished by Attorneys Title Company, Inc.

INSTALLMENT DEED Form No. WD-4

FROM

Flem B. Cooley and wife,

Nancy H. Cooley

TO

Carlyss Anthony Catignani and wife,
Sharon Elaine Phillips Catignani

For draftsman's use
This instrument prepared by:
Robert F. Doyle, Attorney
503 Stahlman Bldg.,
Nashville, Tennessee. 37201

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Carlyss Anthony Catignani et ux (NAME)	Same (NAME)	Map 29
4315 Bernard Road (STREET ADDRESS OR ROUTE NUMBER)	4315 Bernard Rd. (STREET ADDRESS)	Par. 48
Joelton, Tennessee. 37080 (CITY) (STATE) (P. O. ZIP)	Joelton, Tennessee. 37080 (CITY) (STATE) (ZIP)	14D-40570

(FOR REGISTER'S USE)

D 6574

T IDENTIF. REFERENCE

AUG 31 10 45 AM '76

FEE REGISTER DAVIDSON COUNTY, TENN.

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$18,000.00 Carlyss A. Catignani
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 31st DAY OF August 1976.

Notary Public

MY COMMISSION EXPIRES: Feb 22 1979

(AFFIX SEAL)

NOTARY PUBLIC DAVIDSON COUNTY, TENN.

FOR AND IN CONSIDERATION OF the sum of EIGHTEEN THOUSAND AND NO/100--------($18,000.00)---------- **DOLLARS**

of which $ 3,000.00 has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantees have executed one note of even date herewith, payable to the order of Flem B. Cooley and wife, Nancy H. Cooley in the original principal sum of $15,000.00 payable in installments as follows: On the 31st. day of March, 1977, the sum of $1,000.00, plus interest at the rate of 8½% per annum, and thereafter a like sum of $1,000.00 plus interest at the rate of 8½% per annum shall be due and payable yearly on the 31st. day of March until the entire amount of the principal and interest are paid in full.

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,

WE, FLEM B. COOLEY AND WIFE, NANCY H. COOLEY

hereinafter called the grantors, have this day bargained and sold, and do hereby transfer and convey unto

CARLYSS-ANTHONY CATIGNANI AND WIFE, SHARON ELAINE PHILLIPS CATIGNANI

herein called grantees, their 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 deg. west 400 feet; thence North 15½ deg. west 400 feet; thence north 38 deg. west 100 feet; thence north 75 deg. west 400 feet; thence north 89 deg. west 100 feet; thence south 38 deg. west 100 feet; thence south 7½ deg. west 300 feet; thence south 40 deg. west 108 feet to the center of Buck Branch and the east line of John Potero'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 deg. east 200 feet; thence south 21 deg. east 200 feet; thence south 30 deg. east 104 feet to the southwest corner of said Lot No. 8; thence south 89 deg. east, along the south boundry 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 Flem B. Cooley and wife, Nancy H. Cooley, by deed from Douglas N. Covington and wife, Martha P. Covington of record in Book 4414, page 670, Register's Office for Davidson County, Tennessee.

1976 Metro taxes have been prorated between the parties and are assumed by the Grantees.

This is unimproved (X) improved ( ) property, known as a 15 acre tract of land on Bernard Rd., Joelton, Tennessee.
(House Number) (Street) P. O. Address: (City or Town) (Postal Zone)

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.

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 Robert F. Doyle 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 $_____ 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 therein, 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 31st. day of August 19 76.

Flem B. Cooley
Flem B. Cooley

Carlyss Anthony Catignani
Carlyss Anthony Catignani

Nancy H. Cooley
Nancy H. Cooley

Sharon Elaine Phillips Catignani
Sharon Elaine Phillips Catignani

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 Flem B. Cooley and wife, Nancy H. Cooley, AND Carlyss Anthony Catignani and wife, Sharon Elaine Phillips Catignani 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 31st. day of August, 1976.

John R. Cheaclaf
Notary Public

Commission expires Feb. 10, 1979

JOHN R. CHEACLAF NOTARY PUBLIC DAVIDSON COUNTY

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

AUG 31 76 CONV 18,000.00
AUG 31 76 MORT'G 15,000.00
AUG 31 76 S'TAX B* 46.80
AUG 31 76 S'TAX B* 13.00
AUG 31 76 FREE B* .50
AUG 31 76 W'DEED B* 4.00 * 64.30

Before me, _____, a Notary Public of the State and County aforesaid, personally appeared _____, with whom I am 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 _____.