This instrument prepared by Julian W. Blackshear, Jr., Esquire
1118 Parkway Towers, Nashville, Tenn.37219

BOOK 5065 PAGE 509

81-11-273
274
81-15-235
PW

INSTALLMENT DEED

FOR AND IN CONSIDERATION of the sum of TWENTY-TWO THOUSAND DOLLARS ($22,000) of which SIXTEEN THOUSAND FIVE HUNDRED DOLLARS ($16,500) has been paid in cash by the grantee hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantee has on even date herewith executed a note in the principal sum of FIVE THOUSAND FIVE HUNDRED DOLLARS ($5,500) payable to John Morgan, in sixty (60) equal monthly installments of ONE HUNDRED ELEVEN and 53/100 DOLLARS ($111.53) at eight per cent (8%) interest per annum after maturity; the first installment to be due and payable on or before the 10th day of October, 1976, and consecutive monthly installments due and payable on or before the first day of each month thereafter until said sum is paid in full. Interest shall be at the rate of eight per cent (8%)per annum from date hereof on the unpaid principal balance. Each payment shall first be credited to interest then due, and remainder applied to and on the principal. Interest shall thereupon cease upon principal so credited. And providing for payment of attorney's fees, and to secure the payment of said note or notes, principal and interest and attorney's fee, a lien is expressly retained on the land herein conveyed, DELANO P. MORGAN and JOHN MORGAN, hereinafter called the grantors, each owning one-third (1/3) undivided interest in the following real estate, have this day bargained and sold, and do hereby transfer and convey unto EDDIE COOK, herein called grantee, his heirs and assigns, certain real estate in Davidson County, Tennessee as follows:

Three tracts of land in Davidson County, Tennessee, described as follows:

TRACT I: 81-15 P. 235

Being the southerly fifty feet of Lot No. 378 on the Plat of McGavock, Wetmore and Others Addition, called the Addition to the Town of McGavock, as of record in Book 21, page 41, of the Register's Office for Davidson County, Tennessee. Said part of said Lot No. 378 fronts fifty feet on the easterly side of 17th Avenue North, formerly James Street and runs back between parallel lines 170 feet to an alley.

Being the same property conveyed to Grace Prince by deed from Bransford Realty Company, a corporation of record in Book 974, page 28, Register's Office for Davidson County, Tennessee.

TRACT II: 81-11 P. 274

Being known as house number 1626 17th Avenue, North, of record in said Register's Office in Book 623, page 328, and is described as follows:

Being the northerly part of Lot Numbered 372 in D. T. McGavock, et al addition of October 1858, as recorded in Book 21, page 41, of the Register's Office for Davidson County, Tennessee. Said part of said lot fronts 50 feet on the east side of James Street (now 17th Avenue, North) and runs back between parallel lines, 170 feet more or less, to an alley.

TRACT III: 81-11 P. 273

Being known as house number 1628 17th Avenue, North, of record in Book 1237, page 362, in said Register's Office and is described as follows:

Being the southern 50 feet of Lot 371 in D. T. McGavock's addition to the City of Nashville, as recorded in Book 21, page 41, of the Register's Office for Davidson County, Tennessee. Said southern 50 feet of Lot 371 fronts 50 feet on the East side of James Street, now 17th Avenue, North, and runs back between parallel lines 170 feet to an alley.

Tracts I and II being the same property vested in Grace Darling Prince by Divorce Decree of record in the Fourth Circuit Court under Rule No. 49274, a certified copy of which is of record in Book 4209, page 414, Register's Office for Davidson County, Tennessee.

All of the above tracts of land being the same property of which each grantor's one-third (1/3) undivided interest was inherited from Grace Prince a/k/a Grace Prince Tucker, who has since died in Davidson County, Tennessee on May 17, 1974, File No. 60073, Probate Court of Davidson County, Tennessee.

TO HAVE AND TO HOLD the said real estate, with the appurtenances, title and interest thereto belonging, to the said grantee, his 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 grantee, his 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, I, the said grantee herein, do hereby transfer and convey unto CARLTON H. PETWAY, Trustee, his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title and interest thereto belonging, for the purposes aforesaid, only. I, the said grantee 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 TWENTY-TWO THOUSAND DOLLARS ($22,000) 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. I 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 I 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 I, the said grantee, 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 I 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; I 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 (30) 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 (20) 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. I 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. I 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 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 grantee herein, his 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 once, 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 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 grantee, have hereunto set our hands this the 3rd day of September, 1976.

Delano P. Morgan
Delano P. Morgan, Grantor

John Morgan
John Morgan, Grantor

Eddie P. Cook
Eddie P. Cook, Grantee

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 Delano P. Morgan and John Morgan, 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 3 day of September, 1976.

Helen T. Gavigan
Notary Public

HELEN T. GAVIGAN NOTARY PUBLIC DAVIDSON COUNTY

Commission expires: 7/27/77

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for County and State, the within named EDDIE P. COOK, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee, this the 3rd day of September, 1976.

My commission expires: 7/24/77

Helen T. Gavigan
Notary Public

HELEN T. GAVIGAN NOTARY PUBLIC

STATE OF TENNESSEE
COUNTY OF DAVIDSON
THE ACTUAL CONSIDERATION OR TRUE VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS $ 33,000.00

Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 3rd DAY OF September 1976.

Deputy Register

E66504

IDENTIFICATION REFERENCE

SEP 3 3 39 PM '76

REGISTER DAVIDSON COUNTY, TENN.

Buyer & tax bills
Mr. Eddie Cook
5202 Spokane
Detroit, Michigan 48204

SEP-3 76	CONV	27,000.00			
SEP-3 76	MORT'G	*5,500.00			
SEP-3 76	S'TAX		B*	57.20	
SEP-3 76	S'TAX		B*	3.50	
SEP-3 76	PR'FEE		B*	.50	
SEP-3 76	W'DEED		B*	8.00	* 69.20