This instrument prepared by
Calvin A. Buchman, 210 25th Ave, No.
Nashville, Tennessee, 37203

Installment Deed

BOOK 5322 PAGE 721

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Charles Cook, et ux (NAME:)	same (NAME:)	92-9 18
P.O. Box 1415, Madison Branch (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	92-13 428
Madison, Tn. 37115 (CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	92-13 258

FOR AND IN CONSIDERATION of the sum of One Hundred Sixty One Thousand and no/100--
----------($161,000.00)--- *Dollars,*
of which Thirty Thousand and no/100----------
----------($30,000.00)--------- *Dollars, has been paid in cash,*
the receipt of which is hereby acknowledged, and for the remainder One Hundred Thirty One Thousand and
no/100----------($131,000.00)--------- *Dollars,*
Charles D. Cook and wife, Joan Marie Cook----------
---------- *have executed*
executed their one joint promissory note, payable in 59 monthly installments of Twelve Hundred Twenty One and 09/100-------($1,221.09)...dollars each, and one final installment (being the sixtieth payment) of One Hundred Eighteen Thousand, One Hundred Fifty Eight and 89/100------($118,158.89)...dollars. Said installments include principal and interest at the rate of Nine and One-Half (9 1/2%) percent per annum, and commence on the first day of September, 1978, and become due and payable on the first day of each succeeding month thereafter until the entire indebtedness, both principal and interest is paid in full. In the event the Grantees should desire to pay the unpaid principal balance in full, or any portion thereof other than the scheduled amortization, the Grantees shall be required to pay a penalty in the first year of five months interest on the unpaid principal balance; in the second year, four months interest on the unpaid principal balance; in the third year, three months interest on the unpaid principal balance; (continued on page 2)
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, Calvin A. Buchman and wife, Libby S. Buchman, Morris Kraft and wife, Reba R. Kraft, and Maxie D. Biener and wife, Goldie M. Biener----------
have this day bargained and sold, and do hereby transfer and convey unto the said----------
----------Charles D. Cook and wife, Joan Marie Cook----------
----------their (xxxxxxx), *heirs and assigns,*
certain real estate in Davidson County, Tennessee, as follows:

Tract I-, Land in Davidson County, Tn., being Lots 156 and 157 on the Plat of Hortense Place Subdivision, of record in Book 161, page 167, R.O.D.C.T. Said Lots join and front together 100 feet on the south side of Dakota Avenue and extend back between parallel lines 150 feet to an alley.
Being the same real property conveyed to the Grantors by deed of record in book 5283, page 31, R.O.D.C.T. (Also see Book 3889, page 133.)

Tract II-, Land located in the City of Nashville, Davidson County, Tn., being the easterly 60 feet of Block 29 on the Map of Charlotte Park Second Addition extended, as of record in Book 421, page 10, R.O.D.C.T. Beginning at a point in the southerly margin of 3rd Avenue, extended 105 1/2 feet from the southeast corner of 3rd Avenue, extended and "A" Street; thence 60 feet along the southerly margin of said 3rd Avenue, to a stone on the westerly margin of an alley; thence with said alley 152.1 feet to the northerly margin of another alley; thence with the northerly margin of the last mentioned alley westerly 60 feet; thence northerly 150 feet to the point of beginning.
Being the same real property conveyed to the Grantors by deed of record in Book 5283, page 31, R.O.D.C.T. (Also see Book 3974, page 951.)

Tract III described on page 2-

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }
The actual consideration or value, whichever is greater, for this transfer is $161,000.00
Affiant
Subscribed and sworn to before me, this the 31st day of August, 1978
My commission expires: 5-11-81
(Affix Seal)

JUDITH A. GRENIER NOTARY PUBLIC DAVIDSON COUNTY

consideration, continued from page one;

and in the fourth year, two months interest penalty on the unpaid principal balance. Notwithstanding any thing to the contrary as agreed upon regarding prepayment penalties, the Grantee's shall have the right to tender the hereinafter described sums of money and to receive partial release of the respective property, to wit:

3723 Nevada Avenue- Partial release amount shall be 15% of the unpaid principal balance.
3901 Deleware Ave.- Partial release amount shall be 42.5% of the unpaid principal balance.
3511-3515 Dakota Avevue- Partial release amount shall be 42.5% of the unpaid principal balance.

In addition to principal and interest payments set forth herein, Grantee's agree to deposit with Grantor's such funds to be held in escrow to provide for the payment of taxes and insurance on the subject properties.

The subject note is payable to Calvin A. Buchman and wife, Libby S. Buchman, Morris Kraft and wife, Reba R. Kraft, and Maxie D. Biener and wife, Goldie M. Biener in Nashville, Tn., at par in lawful money of the United States of America, at a place designated by the holder. THE FINAL INSTALLMENT, BEING THE SIXTIETH INSTALLMENT SHALL BE DUE AND PAYABLE AUGUST 1, 198

description continued from page one;

Tract III-Land in Davidson County, Tn., being part Two of the Town of Clifton, Tariff Reform of record in Book 21, page 35, R.O.D.C.T.
Said Lot begins at a point on the southwest corner of 39th and Deleware Avenue, said point being located on the west margin of 39th; thence along said margin of 39th Avenue, South 67 feet to the northeast corner of the John Gay lot; thence with said north line of the John Gay lot, west 150 feet; thence north 67 feet to the south margin of Deleware Avenue; thence with the southerly margin of Deleware Avenue East 150 feet to the beginning.

Being the same real property conveyed to the Grantor's by deed from Angelia Vanderpool, Trustee, of record in Book 3920, page 539, R.O.D.C.T.

3901 Deleware Avenue, 3723 Nevada Avenue, and 3511-3515 Dakota Avenue.

~~XXXXXXX~~ (X) This is improved (X) property, known as ..... (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 Charles D. Cook and wife, Joan Marie Cook, their ~~XXXXXXX~~, *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 three notes secured by trust deed of record in book3915, page 826, Book3991, page714, and Book3930, page 837, R.O.D.C.T., payable to Home Federal Savings and Loan Association of Nashville, Tn., to which this indebtedness is subject and subordinate thereto. THE installment deed note secured by this instrument is a wrap around mortgage, and as such, if the seller fails to make any payments to Home Federal Savings and Loan Association of Nashville, Tn., so that one of the aforementioned Deeds of Trust would be in default; then, buyer may at its option, pay the amount necessary to stop foreclosure, and deduct said amount from the amount remaining on the indebtedness of the note.

We *further covenant and bind* ourselves, our *heirs and representatives, to warrant and forever defend the title to said real estate to said* Charles D. Cook anx wife, Joan Marie Cook *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 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 Charles D. Cook and wife, Joan Marie Cook *hereinafter referred to as trustors, hereby transfer and convey unto* Joe Kraft, *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 $131,000.00, *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

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 trust 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 31st day of July, 1978.

GRANTEES (Buyers)

Charles D. Cook
Charles D. Cook

Joan Marie Cook
Joan Marie Cook

GRANTORS (Sellers)

Calvin A. Buchman
Calvin A. Buchman

Libby S. Buchman
Libby S. Buchman

Morris Kraft
Morris Kraft

Reba R. Kraft
Reba R. Kraft

Maxie D. Biener
Maxie D. Biener

Goldie M. Biener
Goldie M. Biener

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Ruth A. Greniew *a Notary Public in and for said County and State,* Calvin A. Buchman and wife, Libby S. Buchman, Morris Kraft and wife, Reba R. Kraft, Maxie D. Biener and wife, Goldie M. Biener *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 Nashville *Tennessee, this* 31st *day of* July, 1978.

RUTH A. GRENIER NOTARY PUBLIC DAVIDSON COUNTY, TENN.

Ruth A. Greniew *Notary Public*

Commission expires 5-11-81

BOOK 5322 PAGE 724

STATE OF Tennessee }
COUNTY OF Davidson }

Personally appeared before me, [illegible], *a Notary Public in and for said County and State,* Charles D. Cook and wife, Joan Marie Cook

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 Nashville, Tennessee, *this* 4th *day of* August, *19*78.

Wayne Peek Jr. Notary Public

WAYNE PEEK JR. * NOTARY PUBLIC * DAVIDSON COUNTY, TENN.

Commission expires 11-26-80

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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 .....

AUG-9 78	CONV	90,000.00 }	161,000.00	
AUG-9 78	CONV	71,000.00 }		
AUG-9 78	MORT'G	90,000.00 }	131,000.00	
AUG-9 78	MORT'G	41,000.00 }		
AUG-9 78	S'TAX		B* 418.60	
AUG-9 78	S'TAX		B* 129.00	
AUG-9 78	PR'FEE		B* .50	
AUG-9 78	W'DEED		B* 8.00	* 556.10

mail deed to Suite 121,
New Towers, 210 25th Ave.
th, Nashville, Tn., 37203

INSTALLMENT DEED

FROM Calvin A. Buchman and wife, Libby S. Buchman, et al

TO Charles D. Cook and wife, Joan Marie Cook

E 81759

IDENTIF. REFERENCE

AUG 9 9 16 AM '78

FELIX E. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

Compliments of

GUARANTY TITLE

Office of

CHICAGO TITLE INSURANCE COMPANY

American Trust Building
S. W. Cor. Third & Union
NASHVILLE, TENNESSEE