This Instrument Was Prepared
By Dewey Pedigo, Jr. Of The
Law Firm, Pedigo & Saindon
Stahlman Bldg., Nashville, TN

Installment Deed

BOOK 5537 PAGE 203

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Gaylor E. Cole, et ux		133-3
(NAME): 510 Arnold	(NAME): Same	51
(STREET ADDRESS OR ROUTE NUMBER): Brentwood Tn. 37027	(STREET ADDRESS):	60A-28241
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of THIRTY-TWO THOUSAND AND NO/100-------- ($32,000.00)----------*Dollars,*

of which ----------THREE THOUSAND AND NO/100 ($3,000.00)---------- ----------*Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder TWENTY-NINE THOUSAND AND NO/100 ($29,000.00)----------*Dollars,*

Gaylor E. Cole and wife, Vivian R. Cole

have executed
an installment deed note in the principal amount of $29,000.00 payable to the order of Mary Hunter Rogers, said note being payable in 61 monthly installments, with the first installment of $254.40 being due and payable one month from even date and thereafter on the same day of each succeeding month alike amount for 59 monthly installments are due and payable and on the 61st installment the entire remaining balance is due and payable. Said note bears interest at the rate of 10% per annum and the payments are applied first to interest and the balance to unpaid principal.

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,

Mary Hunter Rogers, a widow

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

Gaylor E. Cole and wife, Vivian R. Cole

their (SUCCESSORS), *heirs and assigns,*

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

Land in Davidson County, Tennessee being a part of Lot No. 18 on the Map of Hinchey Petway's Subdivision of record in Minute Book "1", page 442, of the Chancery Court at Nashville and described as follows:

Beginning at a point in the northerly margin of the Antioch or Mill Creek Road at the southeast corner of a 7.6 acre tract purchased by C. M. Rogers and wife, Octavia Rogers from L. C. Yates and wife, Nannie Yates, which is described in deed registered in Book 919, page 752, Register's Office for said County; running thence south 87 degrees, 30 minutes west 69 feet along the said northerly margin of the Antioch or Mill Creek Valley Road to a point; thence north 3 degrees east 220 feet to a point; thence north 87 degrees 30 minutes east 69 feet to a point in the easterly line of the said tract purchased by C. M. Rogers and wife, Octavia Rogers; thence south 3 degrees west 220 feet along said easterly line of said tract to the point of beginning.

Being the same property conveyed to E. J. Rogers and wife, Mary Hunter Rogers by deed from Octavia Rogers of record in Book 2105, page 63,

Continued.....

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $32,000.00

Subscribed and sworn to before me, this the 29th day of November 1979

Affiant

My commission expires: _____ (Affix Seal)

Notary Public

Register's Office for Davidson County, Tennessee. The said E. J. Rogers is now deceased.

Included therein but expressly excluded therefrom is the following described property.

A strip or parcel of land in the 30th Councilmanic District of Metropolitan Government of Nashville & Davidson County, Tennessee, being part of Lot No. 18 on the Map of Hinchey Petway's Subdivision, of record in Minute Book "I", page 442, of the Chancery Court at Nashville and described as follows:

Said strip or parcel of land fronts 69 feet on the present north margin of Anitoch Pike and runs back between parallel lines 18.50 feet on the east line and 19.15 feet on the west line to points on the new relocated north margin of Antioch Pike on which it measures 69.10 feet thereon, the same being parallel to and 30 feet from the new relocated centerline of said Pike.

Being the same property conveyed to Metropolitan Government of Nashville & Davidson County, Tennessee by deed from Mary Hunter Rogers of record in Book 4340, page 116, Register's Office for Davidson County, Tennessee.

unimproved ( )
This is improved ( ) 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 Gaylor E. Cole and wife, Vivian R. Cole, their ~~successors~~, *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* myself, my *heirs and representatives, to warrant and forever defend the title to said real estate to said* Gaylor E. Cole and wife, Vivian R. Cole, 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 Gaylor E. Cole and wife, Vivian R. Cole *hereinafter referred to as trustors, hereby transfer and convey unto* Dewey W. Pedigo, *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 29th day of November, 19 79

Mary Hunter Rogers

Gaylor E. Cole

Vivian R. Cole

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Dewey A. Bedgood, *a Notary Public in and for said County and State,* Mary Hunter Rogers and Gaylor E. Cole and wife, Vivian R. Cole

the within named 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* 29th *day of* November, *19* 79

Dewey A. Bedgood *Notary Public*

Commission expires 4-23-83

NOTARY PUBLIC at Large

STATE OF.....
COUNTY OF.....

Personally appeared before me, ..., *a Notary Public in and for said County and State,* .....

.....

the within named 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 }

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.....

B698

F65697

IDENTIFICATION REFERENCE

Nov 29 12 10 PM '79

REGISTER
DAVIDSON COUNTY, TENN.

INSTALLMENT DEED

FROM

MARY HUNTER ROGERS

TO

GAYLOR E. COLE, ET UX

Chicago Title Insurance Company
First American Center — Phone 255-4631
NASHVILLE, TENNESSEE 37238

PEDIGO & SAINDON

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

BOOK 5537 PAGE 207

RECEIVED OF _____

FOR _____

CO - CONVEYANCE	CC - CERTIFIED COPY	MISC - MISCELLANEOUS
MO - MORTGAGE	REL - RELEASE	CO TX - STATE TAX CONVEY
WD - WARRANTY DEED	UCC - UNIFORM COMMERCIAL CODE	MO TX - STATE TAX MORT
TD - TRUST DEED		PRFEE - PROBATE FEE

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL PAID
			32000.00- CO	
			29000.00- MO	
			83.20 CO TX	
			27.00 MO TX	
			.50 PRFEE	
			12.00 WDEED	
			CHECK	168.70-
B698A	11/29/79	B1L		.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

F 65697

IDENTIF. REFERENCE

Nov 29 12 10 PM '79

FELIX Z. WILSON, REGISTER
DAVIDSON COUNTY, TENN.

No. 728494