6763 01/27 77.60- CHECK

BOOK 5704 PAGE 156

INSTALLMENT DEED

For and in Consideration of the sum of Twenty One Thousand ($21,000.00) and No/100 ---------- Dollars, of which Eight Thousand Five Hundred and No/100 ($8,500.00)---- Dollars, has been paid in cash by Howard W. Anderson, Doris A. Turner & George Anton the receipt of which is hereby acknowledged, and for the remainder Twelve Thousand Five Hundred and No/100 ($12,500.00) ---------- Dollars, the said Howard W. Anderson, Doris A. Turner & George Anton have

executed an Installment Note of even date herewith payable to the order of Xavier B. Cosse and wife, Irene A. Cosse in the principal amount of $12,500.00 payable in 120 equal monthly installments of $179.35 each,

all of said notes bearing twelve (12%) 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, Xavier B. Cosse and wife, Irene A. Cosse

have this day bargained and sold, and do hereby transfer and convey unto the said Howard W. Anderson, Doris A. Turner & George Anton, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

TRACT NO. 1:

BEING Lot No. 83 on the Map of Glencliff Estates, Section 2, which is of record in Plan Book 1130, Page 77, Register's Office for Davidson County, Tennessee.

SAID Lot No. 83 fronts 120 feet on the northwesterly side of Southwood Drive and extends back 292.2 feet on the northeasterly line and extends back 213.7 feet on the southwesterly line to a dead line in the rear on which it measures 122.4 feet.

BEING the same property conveyed to X. B. Cosse and wife, Irene A. Cosse by deed from Ralph Stevens and David Faircloth of record in Book 4166, Page 176, Register's Office of Davidson County, Tennessee.

TRACT NO. 2:

BEING Lot No. 84 on the Map of Glencliff Estates, Section Two, not of record and described according to a copy of a survey thereof made by W. A. Pitts, Surveyor, as follows:

BEGINNING at a point in the westerly margin of Southwood Drive at the corner of Lots Nos. 83 and 84; thence with the line between said lots westerly 213.7 feet to the corner of said lots and Lot 85; thence with the line between Lots 84 and 85, southwesterly 191.6 feet to the margin of Currey Road; thence with said Road, southerly around a slight curve, 67.8 feet to a concrete monument and continuing with the same southerly 116.2 feet to another concrete monument set at the beginning of a curve; thence around said curve in an easterly direction 39.3 feet to another monument in the margin of Southwood Drive; thence with the margin of the same northeasterly 200 feet to the point of beginning.

(property description continued on last page)

This is unimproved (X) improved ( ) property, known as Lots 83 & 84, Glencliff Estates, Section II (House Number) (Street) P. O. Address: (City or Town) (Zip Code)

To Have and to Hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Howard W. Anderson, Doris George Anton, 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 said real estate to said Howard W. Anderson, Doris A. Turner and George Anton, 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 Howard W. Anderson, Doris A. Turner and George Anton

do hereby transfer and convey unto Thomas W. Schlater, 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 Howard W. Anderson, Doris A. Turner & George Anton

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 $ N/A 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 Howard W. Anderson, Doris George Anton 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 trust 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 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 Howard W. Anderson, Doris A. Turner & George Anton, their 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 Thomas W. Schlater, 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 Xavier B. Cosse and wife, Irene A. Cosse and Howard W. Anderson, Doris A. Turner & George Anton hereunto set our hands at Nashville, Tennessee, this the 26th day of January, 1981

Xavier B. Cosse

Irene A. Cosse

Howard W. Anderson

Doris A. Turner

George Anton

STATE OF TENNESSEE
Davidson County

Personally appeared before me, Delda L. Johnson, a Notary Public in and for said County and State, the within named Xavier B. Cosse, Irene A. Cosse, Howard W. Anderson, Doris A. Turner and George Anton

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 26th day of January, 1981

Delda L. Johnson, Notary Public.

Commission Expires July 18, 1982

DELDA R. JOHNSON NOTARY PUBLIC DAVIDSON CO.

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 5784 PAGE 159

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)

(property description cont'd)

BEING the same property conveyed to Xavier B. Cosse and wife, Irene A. Cosse by deed from Mar-Pat Music, Inc. as of record in Book 4295, Page 474, Register's Office of Davidson County, Tennessee.

X. B. Cosse and Xavier B. Cosse being one and the same person.

INSTALLMENT DEED

FROM
Xavier B. Cosse and wife, Irene A. Cosse

TO
Howard W. Anderson, Doris and George Anton

TO
Thomas W. Schlater, Trustee

Attorneys Title Company
Titles Guaranteed

NASHVILLE, TENN.

G 2.6 8 8 7

IDENTIF. REFERENCE

JAN 27 10 52 AM '81

FELIX A. WILSON JR. REGISTER
DAVIDSON COUNTY, TENN.

TOOLEY CO. NASHVILLE

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Howard W. Anderson, et al (NAME)	Same (NAME)	119-8
300 Franklin-Limestone Rd. (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	83 & 111
Nashville, TN 37217 (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	2DA41755 2DA17210

THIS INSTRUMENT WAS PREPARED BY

Thomas W. Schlater
Attorney-at-Law
24th Floor, L & C Tower
Nashville, TN 37219

mail

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 21,000.00

Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 26th DAY OF January, 1981

Notary Public

MY COMMISSION EXPIRES July 16, 1983

(AFFIX SEAL)

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

BOOK 5704 PAGE 160

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
			21000.00- CO	
			12500.00- MO	
			54.60 CO TX	
			10.50 MO TX	
			.50 PRFEE	
			12.00 WDEED	
			CHECK	77.60-
			6763A01/27/81 BAL	.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

G.2.6.8.8 7

IDENTIF. REFERENCE

JAN 27 10 52 AM '81

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

No. 803776