THIS INSTRUMENT PREPARED BY: Buchanan & Edwards, Attorneys at Law
271 West Main Street, Hendersonville, TN 37075

Installment Deed

Mail

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
RONALD A. COOK, ET AL	SAME	Map 43-14
(NAME)	(NAME)	
121 Lanier Drive		Parcels 121 &
(STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	
Madison, TN 37115		122
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

BOOK 5791 PAGE 940

FOR AND IN CONSIDERATION of the sum of Twenty-seven Thousand Five Hundred and 00/100 ($27,500.00)----------*Dollars,*

of which Two Thousand Seven Hundred Fifty and 00/100 ($2,750.00)----------

----------*Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder Twenty-four Thousand Seven Hundred Fifty and 00/100 ($24,750.00)----------*Dollars,*

RONALD A. COOK and wife, REBA F. COOK; and RUBY I. COTHAM

have executed

a promissory note of even date payable to the order of O. B. BUFFORD, Executor of the estate of MARJORIE BUFFORD RICE CONRAD, payable in monthly installments of Two Hundred Forty-two and 58/100 Dollars ($242.58), principal and interest at the rate of eleven percent (11%) per annum, inclusive for three hundred (300) months, beginning October 1, 1981, and a like date thereafter until paid in full,

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, O. B. BUFFORD, Executor of the estate of MARJORIE BUFFORD RICE CONRAD,

have this day bargained and sold, and do hereby transfer and convey unto the said RONALD A. COOK and wife, REBA F. COOK, a undivided interest; and to RUBY I. COTHAM, a undivided interest, their *(successors), heirs and assigns,*

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

BEING Lots Nos. 2 and 3 on the unrecorded Map of Margaret L. Dickenson's Subdivision, and described according to a copy of a survey thereof made by Blanchard and Parrish, Engineers, August 20, 1941, as follows:

BEGINNING at a point in the center line of a drainage ditch in the easterly margin of Lanier Drive, which point is the common corner of Lots Nos. 1 and 2 and is 245.2 feet south of a concrete monument set in the easterly margin f said Drive immediately south of the southerly margin of Old Hickory Boulevard; thence with the easterly margin of said Drive S11°45' East 100 feet to the common corner of Lots Nos. 3 and 4; thence with the line between said lots easterly 217.5 feet to a point in the westerly line of the Hailey Subdivision; thence with the line of the same N18°45' West 100 feet to a point, the common corner of Lots Nos. 1 and 2; thence with the line between said lots westerly 214.2 feet to the point of beginning.

BEING the same property conveyed to Marjorie Rice by deed from James E. Covington, Clerk and Master for Davidson County, Tennessee, of record in Book 2091, page 241, Register's Office for Davidson County, Tennessee.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $27,500.00

Subscribed and sworn to before me, this the 15th day of September 1981

Ronald A. Cook
Affiant

My commission expires: 1-15-83
(Affix Seal)

Notary Public

The Executor, O. B. BUFFORD, was appointed pursuant to the probate of the Last Will and Testament of MARJORIE BUFFORD RICE CONRAD, of record in Minute Book 270, page 450, Probate Court for Davidson County, Tennessee, and this conveyance is made pursuant to the authority granted an Executor in Tennessee Code Annotated, §64-401, et seq., wherein the deceased executed a lease/purchase contract for the sale of real estate, dated August 2, 1979, for which the conditions have been fulfilled and demand made for the conveyance by Warranty Deed.

MARJORIE RICE, MARJORIE BUFFORD RICE, MARJORIE BUFFORD RICE CONRAD and MARJORIE R. CONRAD are one and the same person.

O. B. BUFORD, ORVILLE B. BUFFORD and O. B. BUFFORD are one and the same person.

The balance due on this Installment Deed shall become due and payable forthwith at the option of the holder and the right to foreclose shall immediately accrue if we, without written consent, further encumber the premises, or if we convey away said premises or any part thereof, or if title thereto shall become vested in any other person, persons, corporation or association in any manner whatsoever.

This is ~~unimproved~~ ( ) improved ( ) property, known as 121 Lanier Drive (House Number) (Street), Madison (P. O. Address:), Tennessee 37115 (City or Town)

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said RONALD A. COOK and wife, REBA F. COOK; and RUBY I. COTHAM, 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.,* except for 1981 taxes, easements of record, zoning and subdivision restrictions, if any.

I *further covenant and bind* myself, my *heirs and representatives, to warrant and forever defend the title to said real estate to said* RONALD A. COOK and wife, REBA F. COOK; and RUBY I. COTHAM, 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 RONALD A. COOK and wife, REBA F. COOK; and RUBY I. COTHAM, *hereinafter referred to as trustors, hereby transfer and convey unto* RONALD B. BUCHANAN, *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 $20,000.00, *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, 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 31st *day of* August, *19* 81.

O B Bufford, Executor

O. B. BUFFORD, Executor

Ronald A. Cook

Reba J. Cook

Ruby J. Cothran

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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.....Tennessee, this.....day of....., 19.....

.....*Notary Public*

Commission expires.....

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STATE OF Tennessee }
COUNTY OF Sumner }

Personally appeared before me, Ronald B. Burk *a Notary Public in and for said County and State,* RONALD A. COOK, REBA F. COOK AND RUBY I. COTHAM *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 Hendersonville, Tennessee *this* 3rd *day of* September, *19* 81

Ronald B. Burk *Notary Public*

Commission expires 1-15-83

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Before me, the undersigned, *a Notary Public of the State and County aforesaid, personally appeared* O. B. BUFFORD, *with whom I am personally acquainted, and who, upon oath, acknowledged* him *self to be* Executor *of the* estate of MARJORIE BUFFORD RICE CONRAD, *the within named bargainor,* ~~XXXXXXXXX~~ *and that* he *as such* Executor, *being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of* ~~XXXXXXXXX~~ O. B. BUFFORD *by* him *self as* Executor.

Witness my hand and seal, at office in Madison, Tennessee *this* 31st *day of* August, *19* 81

Ronald B. Burk *Notary Public*

Commission expires 1-15-83

INSTALLMENT DEED

FROM

O. B. BUFFORD, Executor of the estate of MARJORIE BUFFORD RICE CONRAD

TO

RONALD A. COOK, ET UX, REBA F. COOK, and RUBY I. COTHAM

THIS INSTRUMENT PREPARED SUBJECT TO INFORMATION PROVIDED BY THE PARTIES.

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

FILED FOR RECORD AND REGISTERED
DAVIDSON COUNTY, TENN.
SEP 8 9 21 AM '81

IDENTIFICATION REFERENCE

658874

6731

OFFICIAL RECEIPT
FELIX Z. WILSON, II
REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____ BOOK 5791 PAGE 944

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
			[illegible].00- CO	
			24750.00- MO	
			71.50 CO TX	
			[illegible].75 MO TX	
			.50 PRFEE	
			12.50 MISC	
			CHECK	108.75-
6731AUG/06/81			BAL	.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

G58874

IDENTIF. REFERENCE

SEP 8 9 21 AM '81

FELIX Z. WILSON REGISTER
DAVIDSON COUNTY, TENN.

No. 842274