INSTALLMENT DEED

BOOK 5070 PAGE 367

For and in Consideration of the sum of EIGHTY THOUSAND AND NO/100 ($80,000.00) Dollars, of which EIGHT THOUSAND AND NO/100 ($8,000.00) Dollars, has been paid in cash by Paul E. Cook the receipt of which is hereby acknowledged, and for the remainder SEVENTY-TWO THOUSAND AND NO/100 ($72,000.00) Dollars, the said Paul E. Cook has executed his promissory note of even date herewith, payable to the order of Dillingham Sheet Metal Company, in the principal amount of Seventy-Two Thousand and No/100 ($72,000.00) Dollars, payable in monthly installments as follows: On the 1st day of July, 1983, the sum of Seven Hundred Seventy-Four and No/100 ($774.00) Dollars, and thereafter a like amount in one hundred seventy-nine (179) equal monthly installments on the 1st day of each succeeding month, which includes principal and interest at the rate of ten (10%) per cent per annum to be applied first to the payment of interest and the remainder to principal until said sum and accrued interest have been paid in full,

all of said notes bearing ten (10%) 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, Dillingham Sheet Metal Company has this day bargained and sold, and do hereby transfer and convey unto the said Paul E. Cook, his heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Land in the old 2nd Civil District of Davidson County, Tennessee, being known as Tracts 1, 2, 3, on an unrecorded Map showing a subdivision of a part of the R. A. Pearce Property in the new 13th Councilmanic District of Davidson County, Tennessee, and described according to a copy of a survey by Couch & Mason, Surveyors, dated February 10, 1964, as follows:

Beginning at an iron pin in the northeasterly margin of Old Murfreesboro Road at the southwesterly corner of the Evlyn Creech Property, being the most southerly corner of Lot No. 3; thence along the margin of Old Murfreesboro Road, North 51° West, 285 feet to an iron pin; thence leaving said Road, North 39° East, 210.6 feet to an iron pin; thence South 51° East 289.2 feet to Mrs. Evlyn Creech's line; thence with her line, South 40° 09' West 210.7 feet to the point of beginning.

Being the same property conveyed to Dillingham Sheet Metal Company by deed from F. H. Dillingham, Jr. and wife, Madelyn Dillingham, of record in Book 6070 page 365, Register's Office for Davidson County, Tennessee.

This is unimproved ( ) improved (X) property, known as 1836 1838 1842 1844 Old Murfreesboro Nashville TN
(House Number) (Street) P. O. Address (City or Town) (Zip Code)

This instrument prepared by:
SCHULMAN, LE ROY & BENNETT, P.C.
P. O. BOX 2707
NASHVILLE, TENN. 37219

To Have and to Hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said PAUL E. COOK, his heirs and assigns forever. It covenants that it is 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 by taxes for the year 1983, which have been assumed by the Grantee herein.

It further covenants and binds itself, its successors heirs and representatives, to warrant and forever defend the title to said real estate to said Paul E. Cook 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 me in hand paid, I, the said Paul E. Cook

do hereby transfer and convey unto John A. Gupton, III, 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 Paul E. Cook 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 $ 72,000.00 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.

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 Paul E. Cook 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 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. 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 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 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 John A. Gupton, III, Trustee, shall be vested in said successor.

BOOK 6070 PAGE 369

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 Paul E. Cook and Dillingham Sheet Metal Company and

hereunto set our hands at Nashville, Tennessee, this the 25th day of May 1983.

Paul E. Cook

DILLINGHAM SHEET METAL COMPANY

By: F. H. Dillingham Jr.

STATE OF TENNESSEE
Davidson County

Personally appeared before me, Anne H. Smith, a Notary Public in and for said County and State, the within named Paul E. Cook

the bargainor, 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 25th day of May, 1983

Commission Expires 4-21-85

Anne H. Smith, Notary Public.

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 5070 PAGE 370

Before me, Annie B Smith, a Notary Public of the State and County aforesaid, personally appeared T. H. Dillingham Jr., with whom I personally acquainted, and who, upon oath, acknowledged him self to be of the Dillingham Sheet Metal Company, 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 him self as .

Witness my hand and seal, at office in Nashville, Tennessee, this 25th day of May, 1983.

Annie B Smith, Notary Public.

Commission expires 4-21-85.

(over for additional acknowledgements)

H 52370

IDENTIF. REFERENCE

JUN 6 3 39 PM '83

FELIX Z. WILSON JR. REGISTER
DAVIDSON COUNTY, TN

RUSH

INSTALLMENT DEED

FROM
Dillingham Sheet Metal Company

TO
Paul E. Cook

Attorneys Title Company
Titles Guaranteed

NASHVILLE, TENN.

VOLLEY CO. NASHVILLE

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Paul E. Cook (NAME)	Same (NAME)	135-290
659 Thompson Lane (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	291
Nashville, Tenn. 37204 (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	

THIS INSTRUMENT WAS PREPARED BY

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 80,000

Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 25th DAY OF May, 1983.

Notary Public

MY COMMISSION EXPIRES: 4-21-85

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF

FOR BOOK 6070 PAGE 371

CO -CONVEYANCE
MO -MORTGAGE
WD -WARRANTY DEED
TD -TRUST DEED

CC -CERTIFIED COPY
REL -RELEASE
UCC -UNIFORM COMMERCIAL CODE

MISC -MISCELLANEOUS
CO TX -STATE TAX CONVEY
MO TX -STATE TAX MORT
PRFEE -PROBATE FEE

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL PAID
			80000.00- CO	
			72000.00- MO	
			206.00 CO TX	
			70.00 MO TX	
			.50 PRFEE	
			12.00 WDEED	
			CHECK	290.50-
3012A06/06/83			BAL	.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

H 52370

IDENTIF. REFERENCE

JUN 6 3 39 PM '83

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 954349