THIS INSTRUMENT PREPARED BY:
Morton B. Howell, Attorney
400 Court Square Building
Nashville, TN 37201

INSTALLMENT DEED

ADDRESS NEW OWNER AS FOLLOWS:	SEND TAX BILLS TO:	MAP PARCEL NOS.
Roger F. Cook	**Same**	**Map 104-4**
1208 16th Ave S.		**Parcels 229 and 230**

FOR AND IN CONSIDERATION of the sum of Two Hundred Fifty-four Thousand and no/100 ($254,000.00) Dollars, of which One Hundred Thousand and no/100 ($100,000.00) Dollars, has been paid in cash, the receipt of which is hereby acknowledged, and for the remainder One Hundred Fifty-four Thousand and no/100 ($154,000.00) Dollars, ROGER F. COOK, Grantee herein, has executed his promissory note of even date herewith payable to the order of Merlin D. Peterson, Grantor, in the amount of One Hundred Fifty-four Thousand and no/100 ($154,000.00) Dollars, bearing interest at 12% per annum, and payable in monthly installments of Two Thousand Two Hundred Nineteen and 14/100 ($2,219.14) Dollars which sum includes payments of interest and principal on the monthly decreasing balance over a period of ten years from date, the first payment due on said note on 1 January, 1984, in the amount of ~~$56.38~~ 56.43 Dollars and the first day of each calendar month thereafter, commencing 1 February, 1984, for 119 successive months the aforesaid sum of Two Thousand Two Hundred Nineteen and 14/100 ($2,219.14) Dollars, the last payment falling due on 1 December, 1993.

This trust agreement shall also cover and embrace any and all extensions of payment which may be granted to the makers of the aforesaid note, and any renewals thereof. In the event the property herein conveyed shall be sold, transferred or conveyed to another, the note secured hereby will become immediately due and payable at the option of the holder. In the event the holder shall assent to an assumption of the indebtedness, said consent, to be effective, shall be in writing. Said note provides for payment of attorneys fees, and to secure the payment of said indebtedness, principal, interest, and attorneys fees, a lien is expressly retained on the land herein conveyed by the Grantor, Merlin D. Peterson, who has this day bargained and sold and does hereby transfer and convey unto the said Roger F. Cook, his heirs and assigns, certain real property lying in Davidson County, Tennessee, and described as follows to-wit:

> **LAND** in Davidson County, Tennessee, being the southwest part of Lot No. 24 on the plan of O. B. Hayes Large Lots, called, "Rokeby," as of record in Book 21, page 87, Register's Office for said County, described as follows:
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> Beginning on the easterly margin of 16th Avenue South, formerly Belmont Avenue, at a point 205 feet south of the southerly margin of Edgehill Avenue; thence with the easterly margin of 16th Avenue South southwardly 100 feet to the corner of Lots 24 and 29; thence with the line between said two lots eastwardly 160 feet, more or less, to the westerly margin of an alley; thence with said alley northwardly 100 feet; thence at right angles westwardly 180 feet, more or less, to the beginning.
>
> Being the same property conveyed to Merlin D. Peterson by deed from Kenneth E. Payne, unmarried, of record in Book 5270, page 891, Register's Office of Davidson County, Tennessee. Said property is known as 1208 16th Avenue South, Metro Map Parcels 229 and 230, Tax Map 104-4.

This is improved property known as 1208 16th Avenue South, Nashville, Tennessee 37203

But this conveyance is subject and secondary to a note held by and payable to Kenneth Payne in the original principal sum of Eight-five Thousand and no/100 ($85,000.00) Dollars, which presently has a principal balance of Thirty One Thousand Nine Hundred Sixty-seven and 45/100 ($31,967.45) Dollars. Said note is secured by a deed of trust of record in Book 5270, page 893, Register's Office for Davidson County, Tennessee, and is payable in monthly installments of One Thousand Two Hundred Twenty-three and 34/100 ($1,223.34) Dollars each, which includes interest upon the monthly declining balance of principal. The aforesaid note is expressly not assumed by the Grantee herein. When said note shall be paid in full at or before its maturity in 1986, the lien hereof shall take first priority, and no additional lien shall be placed upon the property by Grantee, Trustor herein, without written consent of Grantor. However,

12/20/84 9:00 CHECK

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Grantor covenants and warrants that said amount of One Thousand Two Hundred Twenty-three and 34/100 ($1,223.34), including interest, will be paid first out of the monthly payments set forth to be made in the hereinabove described note of Grantee, secured by this installment deed. If Grantor shall fail to make said payments when due, Grantee shall have the right to make said payments to the aforesaid Kenneth E. Payne, or his successors as holders of said note and deduct such payments from the amount due on the note secured by this installment deed.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said ROGER F. COOK his heirs, successors and assigns forever. Grantor covenants that he is lawfully seized and possessed of said real estate in fee simple, and has good right to convey it, and that same is unencumbered, except for the deed of trust to Thomas C. Binkley, trustee, of record in Book 5270, page 893, to which reference has heretofore been made, and taxes for the current year which have been prorated and are assumed by the Grantee.

Grantor further covenants and binds himself, his heirs and representatives to warrant and forever defend the title to the said real estate to the said Roger F. Cook, Grantee, his heirs, successors and assigns against the lawful claims of all persons.

And now, for the purpose of better and more effectually securing the payment of the said lien indebtedness; rendering unncessary 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 ROGER F. COOK and his wife, Vickie Louise Cook, hereinafter referred to as trustors, hereby transfer and convey unto Morton B. Howell, 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, in addition to payment of the aforesaid note in the principal sum of One Hundred Fifty-four Thousand and no/100 ($154,000.00) Dollars, trustor agrees 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 Two Hundred Thousand and no/100 ($200,000.00) Dollars 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 Thomas C. Binkley and/or Morton B. Howell, Trustees, as their interests may appear for the benefit of the lawful owner(s) or holder(s) as his (their) interests 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 trustees 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 instument or enforcement of the terms and provision hereo; to keep the improvements on said property in good repair and preservation, and in case the trustees or their successors or the lawful owner and holder of said indebtedness shall hereafter 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 trustees or lawful owner or holder of said indebtenedness, and upon failure to do any of these things, then said trustees, or the lawful owner and holder of said indebtedness may do any or all of these things and the amounts so paid shall bear 12 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 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 or said indebtedness, enter and take possession of said property, and shall only account for net rents acutally rceived 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 of 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 in said premises.

3rd. To the payment of all unpaid indebtedness herein securd, and any and all sums expended in the protection of said property, as herein authorized.

4th. The residue, if any, will be paid to trustor, his 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 indebtednes 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.

Vickie Louise Cook, wife of Roger Cook, GRANTEE, as Trustor, joins in this conveyance for the purpose of conveying to the trustee such interest as she may have arising out of the marital relation but not further or otherwise.

Witness our hands on this the 20th day of December, 1983, the corporate party, if any, having caused its name to be signed hereto by its duly authorized officers on the said day and date.

Martin D. Gilman
& Martin Woodall Attys at Law
GRANTOR

Roger F. Cook
GRANTEE-TRUSTOR

Vickie Louise Cook
TRUSTOR

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value whichever is greater, for this transfer is $25,000.00

Roger F. Cook
Affiant

Subscribed and sworn before me, this the 20th day of December, 1983.

Notary Public

My commission expires: 7/26/86

BOOK 6197 PAGE 679

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, William L. Berry, a Notary Public in and for said County Davidson and Tennessee State, the within named, Roger F. Cook, and Vickie Louise Cook, the bargainors, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who acknowledged that they executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal at _____ Dec 20th, 1983.

Notary Public

My Commission expires: 7/26/86

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, MARY HELEN MANPIN, a Notary Public in and for the County and State aforesaid, the within named Morton B. Howell, to me personally known and whose name is subscribed as the attorney-in-fact for Merlin D. Peterson, and acknowledged that he being duly designated as attorney-in-fact of Merlin D. Peterson and being duly authorized as such attorney-in-fact so to do, executed said instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee, on this the 20th day of December, 1983.

Mary Helen Manpin
Notary Public

My commission expires: 1/16/87

RUSH

H9 3137

IDENTIFICATION REFERENCE

DEC 20 3 35 PM '83

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

BOOK 6197 PAGE 680

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
			254000.00-	CAMT.
			154000.00-	MAMT.
			660.40	CSTAX
			152.00	MSTAX
			.50	PRFEE
			12.00	WDEED
			CHECK	824.90-
0936A	12/20/83		BAL	.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

H93137

IDENTIF. REFERENCE

DEC 20 3 35 PM '83

FELIX Z. WILSON, II REGISTER
DAVIDSON COUNTY, TN

No. 1503