OFFICIAL RECEIPT

"WRAPAROUND" BOOK 6234 PAGE 474

This Form furnished by Attorneys Title Company, Inc. INSTALLMENT DEED Form No. WD - 4

FROM
LEAMON ANDREWS and wife,
MARIANNA ANDREWS

TO
JAMES H. COOK and wife,
Essie Mae Cook,

For draftsman's use

THIS INSTRUMENT PREPARED BY:
FOLEY & WEISS, ATTORNEYS
Suite 500, One Church Street Bldg.
Nashville, TN 37201

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
JAMES H. COOK (NAME)	"OWNER" (NAME)	93-16-318
3105 Greggwood Drive (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	81-11-301
Nashville, TN 37207 (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	81-3-123

(FOR REGISTER'S USE)

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IDENTIF. REFERENCE

FEB 21 1 09 PM '84

FELIX Z. WILSON JR. REGISTER
DAVIDSON COUNTY, TN

RUSH

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$37,750.00 Leamon Andrews (Affiant)

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 20th DAY OF February, 1984

Notary Public

MY COMMISSION EXPIRES: 4/22/84

(AFFIX SEAL)

FOR AND IN CONSIDERATION OF the sum of THIRTY SEVEN THOUSAND SEVEN HUNDRED FIFTY and No/100 ($37,550.00) DOLLARS

of which $ 2,750.00 has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantees has executed a promissory note of even date payable to the order of the Grantors hereinin 240 monthly installments of $373.25 each, including interest at the rate of 11.5% per annum, beginning one month from date. The existing mortgages shall be paid by seller when and as due. In event seller should fail to pay payments on existing mortgages, buyer shall have the option to, but not the duty, to pay the same and to deduct such payments from the moneys next due to seller.

and providing for payment of attorney's fees, and to secure the payment of said note or notes, principal and interest, and attorney's fees, a lien is expresaly retained on the land herein conveyed,

We, LEAMON ANDREWS and wife, MARIANNA ANDREWS,

hereinafter called the grantors, have this day bargained and sold, and do hereby transfer and convey unto JAMES H. COOK and wife, Essie Mae Cook,

herein called grantees, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

SEE ATTACHED SHEET ENTITLED "EXHIBIT A" FOR
THE LEGAL DESCRIPTION OF
THREE TRACTS.

02/21 140.32 CHECK

4495

This is unimproved ( ) improved (X) property, known as 152 Fain Street, Nashville, Tennessee
1627-1629 16th Avenue, North, Nashville, Tennessee
2137 14th Avenue, North, Nashville, Tennessee
(House Number) (Street) P. O. Address: (City or Town) (Postal Zone)

OFFICIAL RECEIPT

TO HAVE AND TO HOLD the said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said grantees, 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.

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We further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to the said real estate to said grantees, 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 grantees herein do hereby transfer and convey unto J. J. Foley, Jr. 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 grantees 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 $ 35,000.00 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 interest 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 grantees, 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 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 advise 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 the grantees herein, their heirs, 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 the said Trustee shall be vested in said successor.

Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

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 grantors and grantees, have hereunto set our hands this the 20th day of February, 1984.

Leamon Andrews
LEAMON ANDREWS

James H. Cook
JAMES H. COOK

Marianna Andrews
MARIANNA ANDREWS

Essie Mae Cook
ESSIE MAE COOK

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Leamon Andrews and wife, Marianna Andrews, and James H. Cook and wife, Essie Mae Cook, the bargainor S, 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 20th day of February, 1984.

Notary Public

Commission expires 4/22/84.

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 _____.

EXHIBIT "A"

TRACT NO. 1:

LAND in Davidson County, Tennessee, being part of Block "D" on the Plan of the Subdivision of the Homestead Block of Hermitage Addition, as of record in Book 57, Page 76, Register's Office for said County, and being the southerly part of the easterly 36 feet of Lot No. 5 and the southerly part of the westerly one (1) foot of said Lot No. 6 on the Plan of the Subdivision of Block "D", not of record, described as follows:

BEGINNING at a point in the northerly margin of Pain Street, formerly Hermitage Avenue, at a point 214 feet East of the easterly margin of Decatur Street; thence, northwardly parallel to the easterly margin of Decatur Street, 93 feet to a point in the southerly margin of the property conveyed to the State of Tennessee; thence, with the same South 67 deg. 5' East 39 feet to a point; thence, southerly 81 feet to a point in the northerly margin of Fain Street; thence, with the margin of the same, westerly 37 feet to a point of beginning.

BEING the same property conveyed to Leamon Andrews and wife, Marianna Andrews, by Deed from Thomas P. McHugh and wife, Bettie J. McHugh, of record in Book 5938, Page 888, Register's Office for Davidson County, Tennessee.

TRACT NO. 2:

LAND in Davidson County, Tennessee, being the southerly half of Lot No. 344 on the Plan of McGavock, Wetmore and Others' Second Addition to the Town of McGavock, as of record in Book 21, Page 41, Register's Office for said County.

SAID part of Lot No. 344 fronts 50 feet on the westerly side of 16th Avenue North, formerly Hendershott Street, and runs back between parallel lines 170 feet to an alley.

BEING the same property conveyed to Leamon Andrews and wife, Marianna Andrews, by Deed from Thomas Emmitt Brown, unmarried, of record in Book 5787, Page 516, Register's Office for Davidson County, Tennessee.

TRACT NO. 3:

LAND in Davidson County, Tennessee, being Lot No. 20 of Block 30 in Owen's Plan of Buena Vista, as of record in Book 57, Page 26, Register's Office for said County.

SAID Lot No. 20 fronts 50 feet on the westerly side of 14th Avenue North, formerly Nance Street, and runs back between parallel lines with the southerly margin of Spring Street, 148 feet to an alley.

BEING the same property conveyed to Marianna Andrews, by Deed from Michael S. Kaszyski and wife, Dorothy C. Kaszyski, of record in Book 5811, Page 240, Register's Office for Davidson County, Tennessee.

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

RECEIVED OF _____ BOOK 6234 PAGE 477

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
			37750.00- CAMT.	
			34800.00- MAMT.	
			98.02 CSTAX	
			32.80 MSTAX	
			.50 PRFEE	
			9.00 WDEED	
			CHECK 140.32-	
			4495A02/21/84 BAL .00	

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

I 0 4 1 8 5

IDENTIF. REFERENCE

FEB 21 1 04 PM '84

FELIX Z. WILSON, II REGISTER
DAVIDSON COUNTY, TN

No. 14666