THIS INSTRUMENT PREPARED BY:
Charles B. Reasor, Jr.
3305 West End Avenue
Nashville, TN 37203

INSTALLMENT DEED

ADDRESS NEW OWNER:	SEND TAX BILLS TO:	MAP/PARCEL NOS.
CHARLES D. COOK, and wife JOAN MARIE COOK Rocker Springs Rd ~~Antioch~~ Tenn 37072 Goodlettsville	MAURICE J. KARR 6319 Charlotte Avenue Suite B-16 Nashville, TN 37209	AS TO TRACT I: Map 91-2, Par. 130 FB #12W 21385. AS TO TRACT II: Map 91-2, Par. 128 FB #12W 21395 AS TO TRACT III: Map 91-2, Par. 127 FB #12W 21400 AS TO TRACT IV: Map 82-7, Par. 336 FB #20W 1305 AS TO TRACT V: Map 82-7, Par. 339 FB #20W 1290

FOR AND IN CONSIDERATION OF the sum of Two Hundred Thirty Thousand and No/100 ($230,000.00) Dollars, of which Five Hundred and No/100 ($500.00) Dollars, has been paid in cash by CHARLES D. COOK, and wife, JOAN MARIE COOK, hereinafter referred to as "Grantees," the receipt of which is hereby acknowledged by JOY R. KARR (as to Tracts I, II, and III), MAURICE KARR (as to Tract IV), and MAURICE KARR, TRUSTEE (as to Tract V), hereinafter referred to as "Grantors," and for the remainder of Two Hundred Twenty-Nine Thousand Five Hundred and No/100 ($229,500.00) Dollars, the said Grantees have executed an Installment Deed Note in the original principal amount of Two Hundred Twenty-Nine Thousand Five Hundred and No/100 ($229,500.00) Dollars, payable with interest thereon as therein provided in sixty (60) monthly installments of interest and five (5) annual installments of principal, which instrument provides for the payment of collection costs, attorney's fees, and other costs and expenses incident to collection.

To secure the indebtedness evidenced by the said Installment Deed Note, including principal, interest, and collection costs thereon, a lien is expressly retained on the real property herein conveyed from Grantors to Grantees.

Grantors have this day bargained and sold, and do hereby transfer and convey unto Grantees, Grantees' heirs and assigns, certain improved real property in Davidson County, Tennessee, described in Exhibit "A," which is attached hereto and incorporated herein by reference.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value, whichever is greater, for this transfer is $230,000.00.

J. Allison Kerr
AFFIANT

SUBSCRIBED and sworn to before me this 17th day of March, 1985.

B. Edwards - Dep. Reg.
NOTARY PUBLIC

~~MY COMMISSION EXPIRES:~~ _____

This is improved real property known as Tract I: 6113 Pennsylvania Avenue, Nashville, Tennessee; Tract II: 6117 Pennsylvania Avenue, Nashville, Tennessee; Tract III: 6119 Pennsylvania Avenue, Nashville, Tennessee; Tract IV: 331 Grace Street, Nashville, Tennessee; Tract V: 325 Grace Street, Nashville, Tennessee.

TO HAVE AND TO HOLD said real property, with the appurtenances, estate, and title thereto belonging, unto the said Grantees, Grantees' heirs and assigns forever. Grantors covenant with respect to each tract comprising a portion of said real property for which each Grantor is the record owner as provided in the first (lst) paragraph of this instrument, that they are lawfully seized and possessed of said real property in fee simple, that they have a good right to convey the same, and that the same is unencumbered except for 1985 Metropolitan Nashville and Davidson County, Tennessee real property taxes, matters shown on the recorded subdivision plat for each parcel comprising a portion of said real property as applicable, easements for public utilities and vehicular and pedestrian ingress and egress serving the improvements upon the said real property, and all other matters contained in the public records and within the knowledge of Grantees.

Grantors further covenant and bind themselves, their respective heirs, successors and assigns, to warrant and forever defend the title to said real property to Grantees and Grantees' heirs, and assigns, against the lawful claims of all persons claiming by, through, or under Grantors; provided, however, Grantors covenant with respect to each tract comprising a portion of said real property for which each Grantor is the record owner as provided in the first (lst) paragraph of this instrument.

For the purpose of better securing the indebtedness evidenced by the Installment Deed Note, and for the purpose of rendering unnecessary court proceedings for the enforcement of the vendor's lien herein retained, in the event of a default under the terms of the said Installment Deed Note or this instrument, Grantees hereby transfer and convey unto CHARLES B. REASOR, JR., TRUSTEE, his successors and assigns, the real property described in Exhibit "A," together with the appurtenances, estate, title and interest thereto belonging, for the purpose of securing the aforesaid indebtedness, and for no other purpose.

Grantees agree to keep all improvements on said real property insured with some reliable fire insurance company or companies in an amount equal to the replacement cost of the same, if obtainable, but at least equal to the principal balance of the indebtedness herein secured, until the indebtedness herein secured is fully paid and to name the holders of the indebtedness herein secured as a loss payee as their interests may appear.

Grantees further covenant to keep the improvements on the said real property in good repair and preservation and to pay all taxes and assessments thereon before the same become delinquent. In case Grantees fail to insure or maintain said improvements or to pay said taxes, then the Trustee, or the holders of the indebtedness secured herein, or either 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 herein and to charge interest thereon at the highest lawful rate under the then existing laws of the State of Tennessee. The failure of Grantees to immediately reimburse the Trustee or the holders, as the case may be, for all sums so expended, together with interest thereon, as aforesaid, shall be a condition of default hereunder. The holders of the indebtedness secured herein reserves the right to require monthly escrow payments for the payment of insurance premiums and real property taxes if such holders reasonably feel insecure with respect to the ability of Grantees to make timely payments of insurance premiums and/or taxes. In the event such holders shall reasonably feel insecure and require such escrow payments, the same shall be paid to such holders, along with each monthly installment of interest as required by the Installment Deed Note, with each such payment being in an amount equal to one-twelfth (1/12) of the amount necessary to pay such insurance premiums or taxes prior to the date upon which the same become delinquent. Such escrow funds may be commingled by such holders with its other funds and no interest shall be due thereon.

Now, if Grantees shall pay the indebtedness herein secured according to the terms of the Installment Deed Note, pay the said taxes, and keep the said improvements insured and maintained, as aforesaid, then this trust conveyance shall be of no further force and effect. If Grantees fail to pay any installments due under the terms of the Installment Deed Note, or fail to pay said taxes, or fail to keep the improvements insured and maintained, as hereinabove provided, or fail to reimburse the Trustee or the holders for all sums expended for such purposes, with interest thereon as above provided, this trust conveyance shall remain in full force and effect, and at the option of the holders of the indebtedness secured herein, all principal, interest, and sums so advanced shall become immediately due and payable, without notice, in which event the Trustee, or his successor in trust, is hereby authorized and empowered upon giving twenty (20) days' notice by three (3) publications in any newspaper, daily, or weekly, published in Davidson County, Tennessee, to sell the said real property, or any portion thereof (it being expressly agreed and understood that said holders may foreclose upon one [1] or more parcels in separate sales without extinguishing the lien or the effect of this instrument upon the remaining parcels, and may hold up to five [5] separate sales hereunder) at the front door of the courthouse in said County to the highest bidder for cash, at public outcry, free from the equity of redemption, homestead, dower, and all other exemptions and rights of redemption, of every kind, whether created by statute or common law, which are hereby expressly waived. In the event of such sale, Trustee, or his successor in trust, is authorized and empowered to execute and deliver a deed to the purchaser. The holders of the indebtedness secured herein may bid at any sale under this trust conveyance. Grantees agree that Trustee or the holders of the indebtedness herein secured, may at any time after default hereunder, enter and take possession of the said real property and shall only account for the net rents actually received. Grantees further agree that in the event Trustee or the holders of the

indebtedness herein secured elect not to enter and take possession of the said real property before selling the same as hereinabove provided, the purchaser at the foreclosure sale shall be entitled to immediate possession thereof upon the delivery to him by the Trustee, or his successor in trust, of a deed for said real property. In case of sale hereunder, the proceeds will be applied by the Trustee as follows:

First, to the payment of all costs, charges, and expenses of executing this conveyance and enforcing the vendor's lien herein retained, reasonable attorney's fees, reasonable Trustee's fees, and all costs of collection, including, but not limited to, court costs, postage, and advertising costs; and

Second, to the payment of all taxes, which may be unpaid on the said real property; and

Third, to the payment of all principal and accrued interest due under the terms of the Installment Deed Note, and any and all sums expended in the protection of the said real property as herein authorized; and

Finally, the residue, if any, will be paid to Grantees, or to Grantees' order.

The holders of the indebtedness herein secured is authorized at all times to remove the Trustee and appoint a successor by recording an Appointment of Successor Trustee in the Register's Office for Davidson County, Tennessee, and, in the event of such removal and appointment, the Successor Trustee shall be vested with the title, benefits, and obligations of the Trustee herein named.

Trustee, and any successor, shall execute this trust without being required to give bond or file any account or settlement in relation to the trusteeship herein created.

Neither the real property described herein nor any portion thereof, nor any interest therein may be sold or otherwise transferred without the prior written consent of the holders of the Installment Deed Note, which consent may be withheld for any reason. The real property herein described may not be encumbered by secondary or inferior liens securing an indebtedness to a third party without the prior written consent of the holders of the Installment Deed Note, which consent shall not be unreasonably withheld; provided, if foreclosure proceedings on any such inferior lien should be advertised or instituted by the holders of the indebtedness thereby secured, the same shall constitute an event of default hereunder. In the event any notice of mechanics', materialmen's, laborers', furnishers', architects', engineers' or other involuntary lien is filed against any portion of the real property described herein, the filing of the same shall constitute an event of default hereunder. The improvements presently located upon the real property described herein may not be demolished without the prior written consent of the holders of the Installment Deed Note. For the purpose of this instrument, the voluntary destruction of twenty-five (25.0%) percent or more of the fair market value of said improvements with respect to each parcel of the real property described herein shall be considered a demolition thereof unless said destruction is incident to a plan of renovation or expansion of the same, which has been previously approved by the holders of the Installment Deed Note.

Maurice J. Karr has joined in the execution of this instrument for the purpose of conveying the marital rights, if any, which he may have in the portion of the real property herein described as Tracts I, II and III, and he makes no representation or warranty with respect to the same. Joy R. Karr has joined in the execution of this instrument of the purpose of conveying the marital rights, if any, which she may have in the portion of the real property herein described as Tract IV. Maurice J. Karr and Joy R. Karr have joined in the execution of this instrument to convey any beneficial interest they may have in the portion of the real property herein described as Tract V.

IN WITNESS WHEREOF, Grantors and Grantees have executed this Installment Deed on this the 5th day of March, 1985.

GRANTORS:

Joy R Karr
JOY R. KARR

Maurice Karr
MAURICE KARR

Maurice Karr, Trustee
MAURICE KARR, TRUSTEE

Maurice J Karr
MAURICE J. KARR

GRANTEES:

Charles D. Cook
CHARLES D. COOK

Joan Marie Cook
JOAN MARIE COOK

STATE OF ~~TENNESSEE~~ FLORIDA
COUNTY OF ~~DAVIDSON~~ PALM BEACH

PERSONALLY APPEARED BEFORE ME, DOLORES J. TORO, a Notary Public in and for said County and State, the within named Joy R. Karr, the bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that she executed the within instrument for the purposes therein contained.

WITNESS MY HAND AND OFFICIAL SEAL at ~~Nashville~~ BOYNTON BEACH, ~~Tennessee~~ FLORIDA, this 19 day of March, 1985.

Dolores J Toro
NOTARY PUBLIC

MY COMMISSION EXPIRES:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. OCT 17,1988
BONDED THRU GENERAL INS. UND.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

PERSONALLY APPEARED BEFORE ME, Jan Minshall, a Notary Public in and for said County and State, the within named Maurice Karr, both individually and as Trustee, the bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS MY HAND AND OFFICIAL SEAL at Nashville, Tennessee, this 5th day of March, 1985.

Jan Minshall
NOTARY PUBLIC

MY COMMISSION EXPIRES:
7-27-86

STATE OF TENNESSEE
COUNTY OF DAVIDSON

PERSONALLY APPEARED BEFORE ME, Jan Minshall, a Notary Public in and for said County and State, the within named Maurice J. Karr, the bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS MY HAND AND OFFICIAL SEAL at Nashville, Tennessee, this 5th day of March, 1985.

Jan Minshall
NOTARY PUBLIC

MY COMMISSION EXPIRES:
7-27-86

STATE OF TENNESSEE
COUNTY OF DAVIDSON

PERSONALLY APPEARED BEFORE ME, Jan Minshall, a Notary Public in and for said County and State, the within named Charles D. Cook, the bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS MY HAND AND OFFICIAL SEAL at Nashville, Tennessee, this 5th day of March, 1985.

Jan Minshall
NOTARY PUBLIC

MY COMMISSION EXPIRES:
7-27-86

STATE OF TENNESSEE
COUNTY OF DAVIDSON

PERSONALLY APPEARED BEFORE ME, Jan Minshall, a Notary Public in and for said County and State, the within named Joan Marie Cook, the bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that she executed the within instrument for the purposes therein contained.

WITNESS MY HAND AND OFFICIAL SEAL at Nashville, Tennessee, this 5th day of March, 1985.

Jan Minshall
NOTARY PUBLIC

MY COMMISSION EXPIRES:
7-27-86

EXHIBIT "A"

LEGAL DESCRIPTION

TRACT I

LAND in Davidson County, Tennessee, being Lot 14, Block 10, in Cherokee Park Subdivision of West Nashville, plan of which is of record in Book 161, Page 75, Register's Office for Davidson County, Tennessee. Said Lot No. 14 fronts 50 feet on the South side of Pennsylvania Avenue and runs back between parallel lines 150 feet to an alley.

BEING the same property conveyed to Joy R. Karr, by Deed from Charles Dayton Kuster and wife, Mattie Mai Kuster, of record in Book 2343, Page 491, Register's Office for Davidson County, Tennessee.

TRACT II

LAND in Davidson County, Tennessee, being Lots No. 18 of Block No. 10 on the Plan of Cherokee Park Subdivision, as of record in Book 161, Page 75, Register's Office for said County.

SAID Lot No. 18 fronts 50 feet on the Southerly side of Pennsylvania Avenue, and extends back between parallel lines 150 feet to an alley.

BEING part of the same property conveyed to Joy R. Karr, by Deed of record in Book 2107, Page 449, Register's Office for Davidson County, Tennessee.

TRACT III

LAND in Davidson County, Tennessee, being Lot No. 20 of Block 10 on the plan of Cherokee Park Subdivision, as of record in Book 161, Page 75, Register's Office for Davidson County, Tennessee.

SAID Lot No. 20 fronts 50 feet on the Southerly side of Pennsylvania Avenue, and extends back between parallel lines 150 feet to an alley.

BEING the same property conveyed to Joy R. Karr, by Deed from First American National Bank and Harry G. Nichol, Trustees, under the Will of William Blakemore Marr, of record in Book 2107, Page 449, Register's Office for Davidson County, Tennessee.

TRACT IV

LAND in Davidson County, Tennessee, being Lot No. 11 on the East Nashville Real Estate Company's Plan of Lots, as of record in Book 57, Page 11, Register's Office for Davidson County, Tennessee.

SAID Lot No. 11 fronts 50 feet on the Northerly side of Grace, formerly Josephone [sic] Avenue, and runs back between parallel lines 165 feet to an alley.

BEING the same property conveyed to Maurice Karr, by Deed from Tillie Rosenberg, a widow, of record in Book 4154, Page 598, Register's Office for Davidson County, Tennessee.

TRACT V

LAND in Davidson County, Tennessee, being Lot No. 8 on the East Nashville Real Estate Company's Plan of Lots, as of record in Book 57, Page 11, Register's Office for said County.

BEING the same property conveyed to Maurice Karr, Trustee, by Deed from Fidelity Federal Savings & Loan Association of Nashville, of record in Book 3458, Page 351, Register's Office for Davidson County, Tennessee.

J. 1: 2 4. 7 8'

IDENTIF. REFERENCE

JUN 12 | 47 PM '85

FELIX P. DYER, JR., REGISTER
DAVIDSON COUNTY, TN

7532

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

RECEIVED OF _____

FOR _____

BOOK 6580 PAGE 199

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
			230000.CO- CAMT.	
			229500.CO- MAMT.	
			698.00 CSTAX	
			227.50 MSTAX	
			.50 PRFEE	
			27.00 WDEED	
			CHECK	853.00-
7532A06/12/85			BAL	.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

J. I. 2 4. 7. 8.

IDENTIF. REFERENCE

JUN 12 1 47 PM '85

FELIX Z. WILSON, II REGISTER
DAVIDSON COUNTY, TN

No. 143972