Installment Deed

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ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP PARCEL NUMBERS
Mary Chester (NAME)	Collateral INvestment Co. (NAME)	
103 Barry Drive (STREET ADDRESS OR ROUTE NUMBER)	2100 First Avenue, North (STREET ADDRESS)	Map 51-12
Madison, TN 37115 (CITY) (P. O. ZONE) (STATE)	Birmingham, Alabama 35203 (CITY) (ZONE) (STATE)	Par. 11

FOR AND IN CONSIDERATION of the sum of Forty Six Thousand ($46,000.00) *Dollars, of which* Ten Thousand ($10,000.00) *Dollars, has been paid in cash, the receipt of which is hereby acknowledged, and for the remainder* Thirty Six Thousand ($36,000.00) *Dollars,* she *has executed*

a Note of even date payable over a period of Twenty (20) years at the rate of ten (10%) Percent. The Buyer also assumes the existing loan payable at the rate of Three Hundred and Five ($305.00) Dollars per month.

RECORDERS MEMO
LEGIBILITY OF WRITING, TYPING OR PRINTING M
THIS DOCUMENT UNSATISFACTORY WHEN RECEIV

"Maximum Principal Indebtedness for Tennessee Recording Tax Purposes is $ 36,000.00".

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, X 103 Barry Drive, Madison, Tennessee 37115

have this day bargained and sold, and do hereby transfer and convey unto the said X CAROLENE COTHREN

Mary Chester *her (successors), heirs and assigns, certain real estate in* Davidson *County, Tennessee, as follows:*

Land In Davidson County, Tennessee, being Lot No. 24 on the Plan of Morningside Heights, Section I, of record in Book 1130, Page 76, Register's Office for said County.

Said Lot No. 24 fronts 75.97 feet on the northerly margin of Barry Drive and extends back 183.9 feet on the easterly line and 145 feet on the westerly line to a broken line in the rear measuring 199.5 feet thereon.

Being the same property conveyed to Carolene Cothren herein by deed of record in Book 6334, Page 630, Register's Office, Davidson County, Tennessee.

Grantee has assumed and agrees to pay the remaining unpaid balance of a certain note which is secured by a deed of trust of record in Book 5100, Page 434, Register's Office for Davidson County, Tennessee, reference to which said instrument is here made for a more particular description of said note assumed by grantee, Mary Chester.

STATE OF TENNESSEE
COUNTY OF Davidson

The actual consideration or value whichever is greater, for this transfer is $ 69,500.00

Subscribed and sworn to before me, this the 28th day of June 19 91

X Carolene Cothren
Affiant

My commission Expires Nov. 21, 1992
My Commission Expires (Affix Seal)

Sue McKnight Evans
Notary Public

NOTARY PUBLIC
DAVIDSON COUNTY, TENNESSEE

This is unimproved ( ) improved (X) property, known as 103 Barry Drive (House Number) (Street) Madison, Tennessee 37115 P. O. Address (City or Town)

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Carolene Cothren *her (successors), heirs and assigns forever.* she *covenant that* she 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.* she *further covenant and bind* her *heirs and representatives, to warrant and forever defend the title to said real estate to said* Mary Chester *(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 Mary Chester *hereinafter referred to as trustors, hereby transfer and convey unto* Sue McKnight Evans *, 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 $ Ins. amt. *, 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

_____ *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:*

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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 Registers Office for _____ 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.

***Witness** my hand this 28th day of June, 19 91 the corporate party, if any, having caused its name to be signed hereto by its duly authorized officers on said day and date.*

x Mary Chester
MARY CHESTER

x Carolene Cothren
CAROLENE COTHREN

THIS INSTRUMENT WAS PREPARED BY: Sue McKnight Evans, Attorney
162 4th Ave. No. Suite 201
Nashville, TN 37219
mail

STATE OF TENNESSEE
COUNTY OF_____

Personally appeared before me, Sue McKnight Evans, *a Notary Public in and for said County and State,* Carolene Cothren and Mary Chester

the within named bargainor....., with whom I am personally acquainted, and who acknowledged that she *executed the within instrument for the purposes therein contained.*

Witness my hand and official seal at Nashville, Tennessee, *this* 28th *day of* June, *19* 91.

Sue M. Evans
Notary Public

SUE M. EVANS NOTARY PUBLIC DAVIDSON COUNTY, TENN.

Commission expires My Commission Expires Nov. 21, 1992

STATE OF TENNESSEE
COUNTY OF_____

RECORDER'S REMARKS
Legibility of Writing, Typing or Printing in This Document Unsatisfactory When Received.

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 _____

FILED JUL 12 9 22 AM '91
DAVIDSON COUNTY, TN
FELIX Z. WILSON, JR. REGISTER

IDENTIFICATION REFERENCE
3 0 7 8 9.

INSTALLMENT DEED

FROM
CAROLENE COTHREN
TO
MARY CHESTER

TITLE INSURED BY POLICY NUMBER:

Title Associates, Inc. 1034 07 AMERICAN LAND TITLE ASSOCIATION

303.25

Compliments of
Title Associates, Inc.
REPRESENTING
USLIFE TITLE INSURANCE
Company of New York



OFFICIAL RECEIPT

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

RECEIVED OF _____

FOR _____

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CO - CONVEYANCE	CC - CERTIFIED COPY	MISC - MISCELLANEOUS
MO - MORTGAGE	REL - RELEASE	CO TAX - STATE TAX CONVEY
WD - WARRANTY DEED	UCC - UNIFORM COMMERCIAL CODE	MO TAX - STATE TAX MORT
TD - TRUST DEED		PRFEE - PROBATE FEE

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL

CAMT 69500.00
MAMT 36000.00
CON TX 257.15
MOR TX 39.10
PRFEE 1.00
WDEED 6.00
TOTAL ~~303.25~~
CHECK ~~303.25~~

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

07/12/91 01 09:24 0001 1034

30289

IDENTIFICATION REFERENCE

Jul 12 9 22 AM '91

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 440058