BOOK 9435 PAGE 877

INSTALLMENT DEED

FROM

JAMES GLENN COWAN, SR. and wife,

LINDA COWAN

TO

GERALDINE F. LANIER, unmarried

For draftsman's use

This instrument was prepared by:

STINNETT & WILKINSON
Attorneys at Law
106 Frey Street
Ashland City, Tennessee 37015

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Geraldine F. Lanier (NAME)	Same (NAME)	Map133-5
3512 Saindon Street (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	Parcel 15
Nashville, TN 37211 (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	

(FOR REGISTER'S USE)

94 AUG 12 PM 1:34
FELIA A. [illegible] REGISTER
DAVIDSON COUNTY, TN.

80897

IDENTIF. 4 REFERENCE

STATE OF TENNESSEE }
COUNTY OF CHEATHAM }

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

$45,000.00 Geraldine F. Lanier
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 9th DAY OF August 1994

Jean H. Dorr
Notary Public

MY COMMISSION EXPIRES: 4-30-96
(AFFIX SEAL)

NOTARY PUBLIC CHEATHAM COUNTY

FOR AND IN CONSIDERATION OF the sum of --Forty Five Thousand and 00/100---------- ----------($45,000.00)---------- DOLLARS

of which $5,000.00 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 her promissory lien note of even date herewith, payable to the order of JAMES GLENN COWAN, SR. and wife, LINDA COWAN, in the principal sum of $40,000.00, payable in 100 monthly installments of $400.00 each, beginning September 1, 1994, with a like sum on the 1st day of each consecutive month thereafter, until paid in full. Said monthly installments include no interest.

MAXIMUM PRINCIPAL INDEBTEDNESS FOR TENNESSEE RECORDING TAX PURPOSES IS $40,000.00;

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 expressly retained on the land herein conveyed.

We, James Glenn Cowan, Sr. and wife, Linda Cowan

hereinafter called the grantors, have this day bargained and sold, and do hereby transfer and convey unto

Geraldine F. Lanier, unmarried

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

Situated in Davidson County, Tennessee, and being known and designated as all of Lot Number Four Hundred Sixteen (416) of Sunrise Heights Second Addition, as the same appears of record in Plat Book 421, Page 46, Register's Office for Davidson County, Tennessee, to which Plat specific reference is hereby made for a more particular description.

BEING the same property conveyed to James Glenn Cowan, Sr., by deed from James Ray Cowan, of record in Book 8716, Page 868, Register's Office for Davidson County, Tennessee.

1994 County taxes will be prorated.

The above described property is sold in its as is condition.

Linda Cowan, wife of James Glenn Cowan, Sr., joins in this conveyance for the purpose of conveying any interest she may have in the above described property.

This is unimproved ( ) improved (X) property, known as 3512 Saindon Street (House Number) (Street) Nashville, Tennessee (P. O. Address: City or Town) 37211 (Postal Zone)

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.

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 enforcemen, 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 *Wm. G. Wilkinson 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 $ insb. value 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 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 Cheatham 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, the statutory right 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 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 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 Cheatham 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 WHERE OF, we, the said grantors and grantees, have hereunto set our hands this the 9th day of August 1994.

James Glenn Cowan Sr. — Geraldine F. Lanier

Linda Cowan

STATE OF TENNESSEE }
COUNTY OF CHEATHAM }

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named James Glenn Cowan, Sr. and wife, Linda Cowan, and Geraldine F. Lanier

the bargainors, 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 Ashland City Tennessee, this 9th day of August, 19 94.

JEAN H. BUCK NOTARY PUBLIC CHEATHAM COUNTY

Jean H. Buck, Notary Public.

Commission expires 4-30-96.

STATE OF TENNESSEE }
COUNTY OF _____ }

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 _____

*Wm. G. Wilkinson, Trustee
106 Frey Street
Ashland City, TN 37015

7595 08/12 0101 03CHECK 219.20

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 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
				CAMT 45000.00
				MAMT 40000.00
				CON TX 166.50
				MOR TX 43.70
				PRFEE 1.00
				WDEED 8.00
				TOTAL 219.20
				CHECK 219.20
08/12/94	01		13:34	0001 7595

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

80897
IDENTIF. & REFERENCE

94 AUG 12 PM 1:34
FELIX Z. WILSON REGISTER
DAVIDSON COUNTY, TN.

No. 824062