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RETURN TO O'

FORM 1003

INSTALLMENT DEED — TENNESSEE TITLE COMPANY

FOR AND IN CONSIDERATION OF the sum of
- - - - -Twenty-seven Thousand Five Hundred and no/100 ($27,500.00) - - - - - DOLLARS
of which $ 7,500.00 has been paid in cash by the grantee hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantee has executed a note of even date herewith in the principal amount of $20,000.00, with interest at the rate of 5% per annum, payable one year from date,





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, J. H. Williams, T. C. Williams and wife, Nell Williams

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

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

Land in Davidson County, Tennessee, being the westerly 47 feet of Lot No. 115 and all of Lots Nos. 116 and 117 on the unrecorded portion of John W. Bryan's Addition to Edgefield, now East Nashville, described as follows:

Beginning at the southeast corner of Meridian Street and Berry Street; thence with the southerly margin of Berry Street eastwardly 164 feet; thence southwardly 165 feet to the northerly margin of an alley; thence with said alley, westwardly 164 feet to the easterly margin of Meridian Street; thence with said Street northwardly 165 feet to the beginning.

Being the same property conveyed to J. H. Williams, T. C. Williams and wife, Nell Williams, a one-third undivided interest each, by deed from T. R. Nabors and W. P. Thompson, dated March 25, 1954, filed March 30, 1954, of record in Book 2272, page 603, Register's Office for Davidson County, Tennessee.

TO HAVE AND TO HOLD the said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said grantee, ~~his~~ 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 grantee, 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 ~~or any of them~~ hereinafter provided, and for the consideration of one dollar, to us in hand paid, we, the said grantors, herein do hereby transfer and convey unto Z. T. Osborn, 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. ~~When the said grantees do hereby agree to keep and perform the foregoing covenants, and said property~~

~~shall be insured in some reliable fire insurance company for not less than the amount of the indebtedness hereby secured, and for the benefit of the lawful owner and holder of said notes, and to place the policy or policies of insurance in the hands of the said Trustee for the benefit of the lawful owner and holder of said notes, as their 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 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 property insured as provided~~ then this trust conveyance shall be of no further force or effect. But if we fail to pay ~~any one of said~~ notes or ~~any~~ part thereof, promptly, at maturity or if, failing to pay taxes, keep up repairs ~~or keep said property insured as herein provided~~; we fail to reimburse the Trustee or lawful owner and holder of said notes for all sums 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, then past due and unpaid, all remaining unpaid notes shall become and be due and payable~~ the said Trustee, or his successor in trust, ~~who are~~ 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:

FULL RELEASE

10 May 1957

J. H. Williams

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