K 3161

INSTALLMENT DEED — TENNESSEE TITLE COMPANY

FORM 1066

FOR AND IN CONSIDERATION OF the sum of Ten Thousand Four Hundred Fifty Dollars ######

of which $400.00 has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantees have executed and delivered their single promissory lien note of even date herewith in the principal amount of $10,050.00 payable to the order of Abe J. Cohen and wife, Lillian W. Cohen at the rate of $58.50 per month beginning January 10, 1961 and monthly thereafter with interest at 6% per annum to be first deducted from each payment and the balance thereof applied to principal.

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, Abe J. Cohen and wife, Lillian W. Cohen

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

William Crutcher and wife, Sarah E. Crutcher

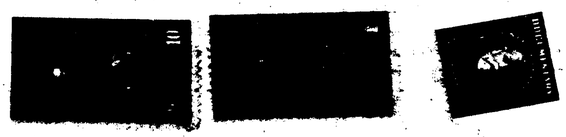
herein called grantees, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Being Lot No. 3 on the Map of the Subdivision of certain lots on the Plan of Clifton as of record in Book 161, page 80, Register's Office for said County.

Said Lot No. 3 fronts 50 ft. on the easterly side of 42nd Avenue, North and extends back between lines 193 feet on the southerly line and 209.7 feet on the northerly line to a 15 ft. alley in the rear, measuring 52.6 feet thereon.

Being the same property conveyed to Abe J. Cohen and wife, Lillian W. Cohen by deed of J. J. Foley, Jr., Trustee, of record in Book_____, page_____, Register's Office for Davidson County, Tennessee.

All taxes are assumed by the purchaser.



TO HAVE AND TO HOLD the said real estate, with the appurtenances, rents, title and interest therein 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 unincumbered.

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 including promissory sureties, costs, and charges 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 grantors herein, do hereby transfer and convey unto J.B.Watson, Jr. Trustee, his successors and assigns, the real estate hereinbefore described, with all the rights, privileges, title and interest therein belonging, for the purpose aforesaid, only. We, the said grantors do hereby agree to keep all buildings now on, or to be hereafter placed on said property, insured in some reliable fire insurance company or companies for at least the sum of $ 6,000.00 until the notes herein secured are fully paid, and to have the loss, if any, under said policy or policies, payable to the said Trustee for the benefit of the holder or holders 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 when due all liens, charges and encumbrances of every character which may be placed on said property, and in the event we fail to do any of the things herein mentioned, then the said Trustee, or the holder or owner of said notes, or any of them, may do any or all of said things, and for any amount so expended we bind ourselves, our heirs and assigns, to repay the same on demand, with interest at the rate of ten per cent per annum from date of such payment. Now, if we, the said grantors, shall pay the notes aforesaid when due, according to their tenor and effect, and perform all the stipulations hereinbefore made, then this deed shall be void; otherwise to remain in full force and effect. But if we shall fail to pay any one of said notes promptly when due, or shall fail to perform any of the stipulations hereinbefore mentioned and hereby imposed; we hereby authorize the Trustee, or his successor in office, after having first given notice of the time, place and terms of sale by publishing a notice of the same once a week for four consecutive weeks prior to such sale in some newspaper published in Davidson County, Tennessee, and by posting at the Court House door in said County, notice of the time, place and terms of sale, to sell the property above described at the front door of the Court House in said County, at public outcry, to the highest bidder for cash, free from the equity of redemption, homestead, dower and all other exemptions, which we hereby expressly waive and convey to the purchaser by a good and sufficient deed. And we covenant and agree that the Trustee may execute a deed to the purchaser at such sale, and that we will warrant and defend the title to the property so sold to the purchaser, his heirs and assigns, against the claims of all persons whomsoever. The proceeds of said sale, after paying the costs and charges of executing this trust, including a reasonable attorney's fee, shall be applied to the payment of said notes, whether the same be then due or not, and the balance, if any, shall be paid to us, or our heirs or assigns. In the event of the death, inability or refusal of the said Trustee to act, or for any reason he fails or refuses to execute this trust when requested by the holder of said notes, then the Register of Davidson County, Tennessee, is authorized and empowered to appoint a substitute Trustee to execute this trust, and the title herein conveyed to the said Trustee, and the powers herein given him, shall inure to and be binding upon his successor in office. Witness our hands this the 10th day of January, 1961.

Witness:

STATE OF TENNESSEE, DAVIDSON COUNTY

Before me, a Notary Public of said County and State, personally appeared Abe J. Cohen and wife, Lillian W. Cohen with whom I am personally acquainted, and who acknowledged that they executed the within instrument for the purposes therein contained.

Witness my hand and seal at office in Nashville, Tennessee, this the 10th day of January, 1961.

My commission expires: 3-19-62

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