Owner's name: William Taylor Underwood
708 Stockell Street
Nashville, Tennessee

Send tax bills to: William T. Underwood
704 Stockell St.
Nashville, Tenn.

BOOK 4049 PAGE 857

INSTALLMENT DEED

20w Map 82.7
Par 292 mp

For and in Consideration of the sum of Three Thousand Five Hundred and 00/100 ($3,500.00) Dollars, of which One Hundred Fifty and 00/100 ($150.00) Dollars, has been paid in cash by William Taylor Underwood and wife, Elizabeth Jennett Underwood the receipt of which is hereby acknowledged, and for the remainder Three Thousand Three Hundred Fifty and 00/100 ($3,350.00) Dollars, the said William Taylor Underwood and wife Elizabeth Jennett Underwood have executed their one promissory note of even date herewith, payable to the order of Jack J. Cohen and wife Bessie D. Cohen, payable as follows: To be paid in monthly installments, namely, on the 20th day of September which will be the date of the first payment, and after that, a like amount on the 20th day of each succeeding month. Payments to be in the amount of $32.50, to be applied first to payment of interest at the rate of 6% per annum on the principal sum or so much as shall from time to time remain unpaid, and the balance to be applied to payment of the principal sum until the entire amount, both principal and interest have been paid in full.

all of said notes bearing six per cent interest from date, and providing for payment of attorney's fees, and to secure the payment of said notes, principal and interest, and attorney fees, a lien is expressly retained on the land herein conveyed, we, Jack J. Cohen and wife Bessie D. Cohen

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have this day bargained and sold, and do hereby transfer and convey unto the said William Taylor Underwood and wife Elizabeth Jennett Underwood, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

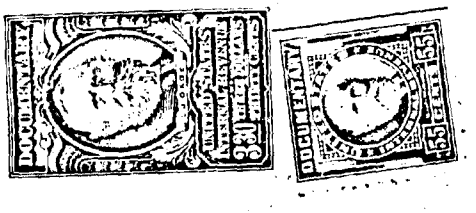
Being the northerly 33 1/3 feet of Lot No. 45 on the Plan of V. S. Lindsley's Addition to Edgefield, now East Nashville as of record in Book 57, page 25, Register's Office for said County.

Said Lot No. 45 fronts 33 1/3 feet on the westerly side of Stockell, formerly Vansinderen Street and runs back between parallel lines 174 ½ feet to an alley.

Being the same property conveyed to Jack J. Cohen and wife Bessie D. Cohen by D. P. Wrenne, Jr., Trustee, of record in Book 4048, page 760, said Register's Office of Davidson County, Tennessee.

Purchaser agrees to assume 1966 taxes.

This property is known as 708 Stockell Street.



This deed prepared by: Ben L. Roskin, Attorney
420 Stahlman Building
Nashville, Tennessee

To Have and to Hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said William Taylor Underwood and wife, Elizabeth Jennett Underwood, 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, except 1966 taxes, which purchaser herein assumes,

We further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to said real estate to said William Taylor Underwood and wife, Elizabeth Jennett Underwood, 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, as they mature, as hereinafter provided, and for the consideration of one dollar, to us in hand paid, we, the said William Taylor Underwood and wife, Elizabeth Jennett Underwood

do hereby transfer and convey unto Ben L. Roskin, 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 Willkam Taylor Underwood and wife, Elizabeth Jennett Underwood 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 $insurable 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 interst 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 William Taylor Underwood & wife, Elizabeth Jennett Underwood 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 full 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 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 trust 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 William Taylor Underwood and wife, Elizabeth Jennett Underwood 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 Davidson County, Tennessee, and the title herein conveyed to Ben L. Roskin, Trustee, shall be vested in said successor.

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 WHEREOF, we, the said Jack J. Cohen and wife, Bessie D. Cohen and William Taylor Underwood & wife, Elizabeth Jennett Underwood hereunto set our hands at Nashville, Tennessee, this the 23 day of August 1966

Jack J. Cohen

Bessie D. Cohen

William Taylor Underwood

Elizabeth Jennett Underwood

STATE OF TENNESSEE
Davidson County

Personally appeared before me, Rolande R. Quentin, a Notary Public in and for said County and State, the within named Jack J. Cohen and wife, Bessie D. Cohen, and William Taylor Underwood and Elizabeth Jennett Underwood, the bargainors,

the bargainor S, 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 Nashville Tennessee, this 23 day of August, 1966

Commission Expires October 25, 1969 Rolande R. Quentin Notary Public.

STATE OF _____
_____ County.

Personally appeared before me, _____, a Notary Public in and for said County and State, the within named _____

the bargainor____, with whom I am personally acquainted, and who acknowledged that _____ executed the within instrument for the purposes therein contained.

Witness my hand and official seal at _____ this _____ day of _____, 19____

_____, Notary Public.

Commission Expires _____

STATE TAX $ 5.50
PROBATE .50
TOTAL $ 6.00

AUG 23 1966

R. E. WORRALL
COUNTY COURT CLERK
DAVIDSON COUNTY, TENN.

PAID AUG 23 1966.

INSTALLMENT DEED

FROM

Jack J. Cohen and wife,
Bessie D. Cohen

TO

William Taylor Underwood and
wife, Elizabeth Jennett
Underwood

Attorneys Title Company
Titles Guaranteed

NASHVILLE, TENN.

40832

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY
STATE OF TENN.

AUG 23 3 39 PM '66

NOTES BOOK 114 PAGE 715
RECORDING FEE $ 2.50
DEP. REG. ____

JOHN TOOLEY CO., NASHVILLE

STATE OF TENNESSEE
Davidson County

Before me, _____, a Notary Public within and for the State and County aforesaid, personally appeared _____ with whom I am personally acquainted and who and _____ upon (his oath / their several oaths) acknowledged (himself / themselves) to be the _____ and _____ respectively of the _____ the within named bargainor, a corporation, and that (he / they) as such _____ and _____, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by the said _____ as such _____, and attesting the same by the said _____ as such _____.

Witness my hand and official seal at office at _____ on this the _____ day of _____, 19____.

My commission expires _____

_____
Notary Public

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