PREPARED BY
MORRIS LEVINE ATTY NASHVILLE.

FORM 1008 **INSTALLMENT DEED** BOOK 4124 PAGE 821

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Mr and Mrs Earl Sasser	Mr and Mrs Earl Sasser	Map. 92-1
1045 ~~42nd~~ 31st (NAME) Ave N.	1041 ~~42nd~~ 31st (NAME) Ave N.	Pac. 100
Nashville Tenn. (STREET ADDRESS OR ROUTE NUMBER)	1041 (STREET ADDRESS) Nashville Tenn	
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	ew

FOR AND IN CONSIDERATION OF the sum of Eleven Thousand Nine Hundred and Fifty and no/100---------- DOLLARS

of which $ 395.00 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 their one promissory note of even date herewith payable to the order of Jack J Cohen and wife Bessie D Cohen in monthly installments as follows,namely:on the 19th day of May,1967 the sum of $72.00,and thereafter a like amount on or before the 19th day of each succeeding month,to be applied first to the 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,has been paid in full.
Buyer reserves right to pay the entire principal amount due on or before March 30th 1969,and in the event this is done,then the remaining principal balance at that date will be decreased by $700.00.If this privelege is not exercised on or before March 30th 1969 then payments shall continue after that date and no discount clause will apply to the balance.

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,

Jack J Cohen and wife Bessie D Cohen

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

Earl L Sasser and wife Annie G Sasser

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

Two Tracts of Land.
Tract No.1:Being part of Block 23 on the plan of Midway,as of record in Book 421,page 11.Register's Office for said County,and part of the old right-of-way of the Nashville and West Nashville Railway,described as follows:Beginning on the westerly margin of 31st Avenue North,formerly Home Street,100feet southerly from the southerly margin of Centennial Boulevard,being at Bennett's southeast corner;thence with his southerly line,150 feet to the easterly margin of an alley;thence with said alley, southerly 70.5 feet to a point;thence in a northeasterly direction 160 feet more or less to the westerly margin of 31st Avenue North;thence with said Avenue,northerly 32 feet to the point of beginning.
Tract No.2.Being part of Block 23on the Plan of Midway,as of Record in Book 421,page 11,Register's Office for said County,and part of the old right of way of The Nashville and West Nashville Railway,described as follows:Beginning on the westerly margin of 31st Avenue North;formerly Home Street,132 feet from the southerly margin of Centennial Boulevard; thencewesterly 157 feet to the easterly margin of an alley;thence with sais alley 70.5 feet to the southerly line of said right of way;thence with said line,in a northeasterly direction 166.6 feet more or less to the westerly margin of 31st Ave North;thence with said Avenue,northerly 32 feet to the beginning.Being the same property conveyed to Jack J Cohen and wife Bessie D Cohen,by deed from Louis Komisar and wife,in Book 4120, page 761,said Registers Office. 1045 31st Ave Nashville,Tenn

unimproved ( ) This is improved (X) property, known as (House Number) (Street) P. O. Address: (City or Town) (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. except 167 taxes which are prorated and assumed by the grantees herein.

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 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 grantees herein do hereby transfer and convey unto Ben LRoskin Trustee, his successors and assigns, the real estate herwinbefore 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 said property or 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 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 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 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 advise 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 Davidson 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 WHEREOF we, the said grantors and grantees, have hereunto set our hands this the 22nd day of April 19 67.

Jack J. Cohen : Earl L. Sasser

Bessie D. Cohen Annie G. Sasser



STATE OF Tenn.

COUNTY OF Davidson

Personally appeared before me, Clem Gaskins, a Notary Public in and for said County and State, the within named Earl L Sasser, Annie G Sasser, Jack J Cohen and Bessie D. Cohen

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, Tenn. this 22nd day of April, 1967.

Commission Expires 11-1-67 Clem Gaskins Notary Public.

STATE OF

County

Before me, PAID APR 25 1967 mhf a Notary Public within and for the State and County aforesaid, personally appeared DAVIDSON COUNTY TENN and COUNTY COURT CLERK upon { his oath / their several oaths } who acknowledged { himself / themselves } to be the R. E. WORRALL and respectively of the PAID APR 25 1967 mhf the within named bargainor, a corporation, and that { he / they } as such DAVIDSON COUNTY TENN COUNTY COURT CLERK R. E. WORRALL and being authorized so to do, executed the foregoing instrument for the purpose therein contained by signing the name of the corporation by { him / herself } as such STATE TAX $ 1.50 PROBATE TOTAL $ 1.50 and as such STATE TAX $ 1.50 PROBATE TOTAL $ 1.50 executing the same by the said

WITNESS my hand and official seal at office at

on this the day of 19

My commission expires Notary Public

INSTALLMENT DEED

FROM Jack J. Cohen et ux

TO Earl L. Sasser et ux

Attorneys Title Company
Tides Guaranteed
NASHVILLE, TENN.

69109

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY
STATE OF TENN

APR 25 11 56 AM '67

NOTED: BOOK 116 PAGE 298

RECORDING FEE $ 2.50

DEP. REG.