INSTALLMENT DEED This deed prepared by Russell Green, atty., Stahlman Bldg

For and in Consideration of the sum of Eleven Thousand----------
----------($11,000.00)---------- Dollars,
of which Five Hundred Ninety Five----($595.00)-------- Dollars,
has been paid in cash by Chester Summers and wife, Rose Summers,
the receipt of which is hereby acknowledged, and for the remainder Ten Thousand Four
Hundred Five-------($10,405.00)---------- Dollars,
the said Chester Summers and wife, Rose Summers have executed and delivered their single promissory note payable to the order of "ourselves" and endorsed by them and said note is payable at the rate of $60.00 per month beginning July 1, 1963 with interest at 6% per annum to be first deducted from each of such payments and the balance thereof applied to principal.

The actual consideration for this transfer or value of property (whichever is greater) is $ 11,000.00. This is equal to or greater than the property would bring at a fair and voluntary sale.

Mrs Chester Summers

Sworn to and subscribed before me this 1 day of June 1968.

Notary Public comm exp 2/2/72

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 and Sam Garfinkle and wife, Eva R. Garfinkle have this day bargained and sold, and do hereby transfer and convey unto the said Chester Summers and wife, Rose Summers, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Being Lot No. 356 on the Map of Harding Brothers Plan of Lots, of record in Book 21, page 80, Register's Office for said County.

Said Lot No. 356 fronts 50 feet on the easterly side of 23rd Avenue, North, and runs back between parallel lines 157 feet to an alley.

Being the southerly 5 feet of Lot No. 357 on the Plan of the Harding Lots, of record in Book 21, page 80, Register's Office for said County, described as follows:

Beginning at a point in the easterly margin of 23rd Avenue North, or Leland Street, 91 feet south of the northwesterly corner of said Lot No. 357, the southeasterly corner of the intersection of said Leland Street and an alley; thence along said margin of 23rd Ave., North, southerely 5 feet; thence eastwardly 157 feet to a point in the westerly margin of an alley; thence southerly along said margin 5 feet to a point which is 74 feet south of the northeasterly corner of said Lot No. 357; thence westerly 157 feet more or less to a point in the easterly margin of 23rd Avenue North; thence northerly 5 feet to the point of beginning. The northerly line of the property herein conveyed is 5 feet or more from the northerly line of the house already built on Lot No. 356 on said plan.

Being the same property conveyed to Jack J.Cohen and Sam Garfinkle by John T. Whitlow, et ux and by Elvis Beard, et ux, by 2 deeds of record in Book 3569, page 35, and 3570, page 9, Register's Office for Davidson County, Tennessee, respectively.

1736 23rd ave No. improved property

send tax bills to Mr. Chester Sommer 1736 23rd Ave No. ← New owner

MAP 81-10 Parcel 268.

To Have and to Hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Chester Summers and wife, Rose Summers, 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 said real estate to said Chester Summers and wife, Rose Summers, 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 Chester Summers and wife, Rose Summers

do hereby transfer and convey unto J. B. Watson, 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.

We, the said Chester Summers and wife, Rose Summers 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 Chester Summers and wife, Rose Summers 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; if 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 Chester Summers and wife, Rose Summers 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 J. B. Watson, Jr., 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, Bessie D.Cohen, Sam Garfinkle & Eva R. Garfinkle and Chester Summers and wife, Rose Summers hereunto set our hands at Nashville, Tennessee, this the 30 day of May 1963

Jack J. Cohen

Bessie D Cohen

Chester J. Summers

Rose Summers

Sam Garfinkle

Eva R. Garfinkle

STATE OF TENNESSEE
Davidson County

Personally appeared before me, _____, a Notary Public in and for said County and State, the within named Jack J. Cohen, Bessie D. Cohen, Sam Garfinkle, Eva R. Garfinkle and Chester Summers and wife, Rose Summers

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 Nashville Tennessee, this ___ day of May, 1963

Commission Expires Nov. 2-1963

M L Randall, 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 OF TENNESSEE
Davidson County

Before me, _____, a Notary Public within and for the State and County aforesaid, personally appeared _____ and _____ with whom I am personally acquainted and who 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

INSTALLMENT DEED

FROM
Jack J. Cohen, et ux, et al

TO
Chester Summers, et ux

Attorneys Title Company
Titles Guaranteed
NASHVILLE, TENN.

A 00215

IDENTIF. REFERENCE

JUN 4 9 15 AM '68

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

JUN-4-68	CONV	11,000.00				
JUN-4-68	ST TAX		A*	28.60		
JUN-4-68	MORT'G	10,405.00				
JUN-4-68	ST TAX		A*	8.40		
JUN-4-68	PR FEE		A*	.50		
JUN-4-68	W DEED		A*	6.00	*	43.50