PREPARED BY JACK J COHEN 303-3rd Ave N Nashville, Tenn

FORM 1008

INSTALLMENT DEED

BOOK 4241 PAGE 558

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Earl E Davis	"Same"	10D-42450
(NAME:)	(NAME:)	
113 Cude Lane		34-2-41
(STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	
Madison, Tenn		
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION OF the sum of Twelve Thousand and no/100($12000.00) DOLLARS

of which $ 500.00 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 single promissory note in the principal amount of $11500.00 payable to the order of Jack J Cohen and wife, Bessie D.Cohen at the rate of $85.00 per month, said payments to include principal and interest at the rate of 6% per annum, beginning July 15,1968 and a like amount on or before the 15th day of each succeeding month.to be applied first to the payment ofinterest at the rate of 6% per annum onthe principal sum,or so much as shall from time to time remain unpaid,and the balance applied to the payment of principal,until the entire amount,both principal and interest,is paid in full.

State of Tennessee, County of Davidson

The actual consideration or value, whichever is greater for this transfer is $12,000.00.

X. Earl E Davis Affiant

Subscribed and sworn to before me, this the 7th day of June, 1968.

Shirley A Green Notary Public

My Commission Expires: 7-22-70

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 E.Davis and wife, Mildred M.Davis

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

Land in the 10th, formerly the 20th, CIVIL DISTRICT of DAVIDSON COUNTY, Tennessee, being Lot No. 6 on the S.S. Koellein Plan, not of record, described according to a survey made by Cantrell, Connell and Morrison, Engineers, August 1955, as follows: Beginning on the northeasterly margin of Cude Lane, at a point south 45° 39' east 100 feet from the most southerly corner of the property conveyed to OLD HICKORY CONSTRUCTION COMPANY, Inc., by deed from S.S.Koellein and wife, in Book ##### 2487, page 91, Register's Office, being the corner of Lots 5 and 6 on said unrecorded plan; thence with the line between said two lots north 44° 21#' east 210.6 feet to the southwesterly line of Lot 5 on the Plan of Shepherd Hills, Section 1, in Book 2331, page 46, Register's Office; thence with the southwesterly line of Lots 5, 6 and 7, on said SHEPHERD HILLS PLAN, south 46° 01' east 150 ####.15 feet to the corner of Lots 6 and 7 on said unrecorded plan; thence with the line between said two lots, south 44° 21' west 211.6 feet to the northeasterly margin of Cude Lane; thence with said Lane, north 45° 39' west 150 feet to the beginning. Being the same property conveyed to Jack J Cohen and wife, Bessie D.Cohen by Morris Levine ##### Substitute Trustee in Book 4238, page 409; and by deed of correction in Book 4238, page 409, Register's Office for Davidson County, Tennessee.

This is (unimproved ( ) improved (X) property, known as 113 Cude Lane (House Number) (Street) Madison, Tenn. 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 1968 taxes which have been 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 John J Nanni 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 grantees 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 $ 10,000.00 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 herein, 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 4th day of ~~July~~ June 19 68.

Earl E Davis — Jack J Cohen

Mildred M Davis — Bessie D. Cohen

STATE OF Tenn.
COUNTY OF Davidson

Personally appeared before me, Rolande R. Quintin, a Notary Public in and for said County and State, the within named Jack J Cohen, Bessie D Cohen, Earl E Davis, Mildred M Davis 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 4th day of June, 1968

Commission Expires October 25, 1969 — Rolande R. Quintin, Notary Public.

STATE OF
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 purpose therein contained by signing the name of the corporation by the said _____ as such _____ and attesting the same, the said _____ as such _____

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

My commission expires _____ Notary Public

JUN 10 68 CONV. 12,000.00
JUN 10 68 ST TAX A* 31.20
JUN 10 68 MORT 11,500.00
JUN 10 68 ST TAX A* 9.50
JUN 10 68 RECFEE A* .50
JUN 10 68 N/DEED A* 3.00 * 44.20

INSTALLMENT DEED

FROM
Jack J Cohen et ux

TO
Earl E Davis et ux

Attorneys Title Company
Titles Guaranteed
NASHVILLE, TENN.

A 00863

IDENTIF. REFERENCE

JUN 10 8 54 AM '68

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

Mail to 88 Davis
2100 Woodmont 37203 Markson