Prepared By Jack J Cohen,303,3rd Ave N Nashville,Tenn.

FORM 1008

INSTALLMENT DEED

BOOK 4299 PAGE 744

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Herbert Nesbit	Herbert Nesbit	Map 93 16
(NAME:) 152 Fain St	(NAME:) 1814 Jefferson St	Par. 318
(STREET ADDRESS OR ROUTE NUMBER) Nashville,Tenn	(STREET ADDRESS) Nashville,Tenn	
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION OF the sum of Nineteen ######## Hundred and Ninety Five and no/100($1995.00) DOLLARS

of which $ 600.00 has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantees has executed his single promisorry note in the principal amount of $1395.00 and payable as follows;on the 10th day of February,1969 the $39.50 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 applied to the payment of principal until the entire amount.both principal and interest has been paid in full.

PURCHASER RESERVES RIGH T TO MAKE PAYMENTS ON OR BEFORE.
PROMISSORY NOTE MENTIONED ABOVE IS MADE PAYABLE TO JACK J COHEN AND WIFE,BESSIE D.COHEN.

[illegible]-93	CONV	[illegible]			
[illegible]-93	S'TAX		A*	5.20	
[illegible]-93	PR'TEE		A*	.50	
[illegible]-93	W'DEED		A*	3.00	* 8.70

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

Herbert Nesbit

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

being part of Block "D" on the Plan of the Subdivision of the Homestead Block of Hermitage Addition,as of record in Book 57,page 76,Register's Office for said County,and being the southerly part of the easterly 36 feet of Lot No.5 and the southerly part of the westerly one(1)Foot of said Lot No. 6 on the Plan of the Subdivision of Block "D",not of record,described as follows:BEGINNING at a point in the northerly margin of Fain Street,formerly Hermitage Avenue at a point 214 feet east of the easterly margin of Decatur Street;thence northwardly parallel to the easterly margin of Decatur Street,93 feet to a point in the southerly margin of the property conveyed to the State of Tennessee;thence with the same,south 67° 5' east39 feet to a point;thence southerly 81 feet to a point in the northerly margin of Fain Street;thence with the margin of the same,westerly 37 feet to the point of beginning
Being the same property conveyed to Jack J Cohen and wife,Bessie D.Cohen by deed from Jessie Linson and wife,as of record in Book 4281,page 470, Register's Office for Davidson County,Tennessee.

This is improved (X) unimproved ( ) property, known as 152 (House Number) Fain Street (Street), Nashville (P. O. Address:) Tenn (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 1969 taxes which are assumed by purchaser.

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 Morris Levine 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 $ 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 8th day of Jan 19 69.

Jack J. Cohen
Bessie D. Cohen
Herbert Nesbitt

I hereby swear or affirm that the actual consideration or true value for this transfer, whichever is greater, is $1995.00 Herbert Nesbitt
Subscribed and sworn to before me this 9 day of Jan 69
Deputy Register L Gentry

STATE OF Tenn
COUNTY OF Davidson

Personally appeared before me, John Nanni, a Notary Public in and for said County and State, the within named Jack J Cohen, Bessie D. Cohen, Herbert Nesbit the bargainor, 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 this 8 day of January, 1969
My Commission Expires APRIL 26, 1972
Commission Expires John Nanni 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 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

TO
Herbert Nesbit
1814 Jefferson Street
Nashville, Tenn

Attorneys Title Company
Titles Guaranteed
NASHVILLE, TENN.

A 26357

IDENTIF. REFERENCE

JAN 9 11 24 AM '69

FELIX Z. [illegible]
DAVIDSON COUNTY, TENN.

WA - DEED TO HERBERT NESBIT
1814 Jefferson Street,
Nashville, Tenn