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PREPARED BY HARRIS A.GILBERT ATTY.
THIRD NATIONAL BANK BLDG.
NASHVILLE, TENN.

BOOK 4479 PAGE 858

IDENTIF. REFERENCE

FEB 16 10 02 AM '71

DAVIDSON COUNTY, TENN.

INSTALLMENT DEED

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
A. P. Johnson, Sr., (NAME:)	Same (NAME:)	Map 92-6
1720 Windover Drive (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	Par 345-
Nashville, Tennessee (CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	619 Map 92-7 Par. 20

FOR AND IN CONSIDERATION of the sum of THIRTY-NINE THOUSAND and NO/100 ($39,000.00) DOLLARS, of which TWO THOUSAND and NO/100 ($2,000.00) DOLLARS, has been paid in cash, the receipt of which is hereby acknowledged, and for the remainder of which THIRTY-SEVEN THOUSAND and NO/100 ($37,000.00) DOLLARS, the Grantees, Dr. A. P. Johnson, Sr., and wife, Sadie G. have executed their promissory note in the sum of $10,331.87, to be paid at the rate of ONE HUNDRED SEVENTY-FIVE and NO/100 ($175.00) DOLLARS per month which includes principal and interest at six (6%) per cent, with the payments being first applied to the interest due until all principal and interest is fully paid. Privilege of prepayment at any time is hereby granted. The first installment shall be due on March 1, 1971, and the others are due the first day of each month thereafter. The Grantees further assume the present first mortgages on the properties herein conveyed, which are secured by deeds of trust aggregating $26,668.13 as of February 1, 1971, which are hereinafter described but which the holder thereof, being Jack J. Cohen, by his signature hereunder, hereby agrees to reduce the total payments thereon to FOUR HUNDRED and NO/100 ($400.00) DOLLARS per month, the payment to include principal and interest at six (6%) per cent and the term of which mortgages are assumed by the Grantees except for modification. Default in any of the terms, conditions and/or

provisions of said deeds of trust, or failure to meet any of the provisions or obligations secured therein shall at the option of the holder of the note, the payment of which is secured by this installment deed, entitle said holder or the trustee named herein to proceed in the same manner as if default had been made in the payment of said note, although it had not matured or otherwise become in default, and providing for payment of attorney's fees, and to secure the payment of said indebtedness, principal, interest, and attorney fees, a lien is expressly retained on the land herein conveyed, Harris A. Gilbert has this day bargained and sold, and does hereby transfer and convey unto the said A. P. Johnson, Sr., and wife Sadie G., their successors, heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

1116

TRACT I:
Being Lot No. 47 on the plan of Dr. J. B. Davis' Subdivision of the southerly one-half of Lot No. 5 of the Elizabeth W. Harding Estate, as of record in Book 57, page 96, and Book 161, page 123, Register's Office for said County.
Said Lot No. 47 fronts 30.8 feet on the northerly side of Batavia Street and runs back 158 feet on the easterly line and is bounded on the westerly line by the easterly line of Lot No. 48 and easterly margin of 24th Avenue North, and runs to an alley, measuring 19-1/2 feet thereon.

TRACT II:
Being Lot No. 48 on the Plan of J. B. Davis' Subdivision as of record in Book 57, page 96, Register's Office for said County.
Said lot No. 48 fronts 30 feet 8 inches on the north side of Batavia Street and runs back between lines to a point, and is bounded on the east by Lot No. 47 and on the west by 24th Avenue North.

TRACT III:
Being Lots Nos. 31 and 32 on the plan of G. W. Ashcraft's Subdivision of Lot No. 11 in the Boyd McNairy Tract, as of record in Book 57, page 59, Register's Office for said County.
Said lot s Nos. 31 and 32 front 35 feet each on the southerly side of Batavia formerly Prospect Street and run back between parallel lines 110 feet to an alley.

TRACT IV:
Being Lot No. 16 on the Plan of Buchi's Subdivision of Lot 20 on the McNairy Subdivision of record in Book 421, page 66, Register's Office for said County.
Said lot fronts 50 feet on the west side of 25th Avenue North and runs back between parallel lines 155 feet, more or less, to an alley.

Said first mortgages are described as follows:

(b). Deed of trust executed by Edwin E. Thomas and wife, to J.B. Watson, Jr., Trustee, of record in Book 3325, page 381, to secure Jack J. Cohen, et al, a note dated Dec. 11, 1961, for $18,900.00, with interest at 6% per annum, both principal and interest payable $165.00 monthly, beginning Feb. 1, 1962. By instrument of record in Book 3915, page 600, said debt was assigned to Commerce Union Bank. (Affects Tract I.& II.)

(c). Deed of trust executed by Edwin E. Thomas and wife, to J. B. Watson, Jr., to secure a note of record in Book 3325, page 361, to secure Jack J. Cohen, etal, a note dated Dec. 11, 1961, for $18,000.00, with interest at 6% per annum, both principal and interest payable $150.00 monthly, beginning Feb. 1, 1962.
By instrument of record in Book 3915, page 600, said debt was assigned to Commerce Union Bank. (Affects Tract 3).

(d). Deed of trust executed by Edwin E. Thomas and wife, to J.B. Watson,Jr., Trustee, of record in Book 3325, page 363, to secure Jack J. Cohen, et al, a note dated Dec. 11, 1961, for $18,000.00, with interest at 6% per annum, both principal and interest payable $150.00 monthly, beginning Jan. 15, 1962.
By instrument of record in Book 3915, page 600, said debt was assigned to Commerce Union Bank. (Affects Tract 4).

This is improved property known as 721 25th Avenue, North; 2433 Batavia Street; and 2246 Batavia Street, Nashville, Tennessee.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said A. P. Johnson, Sr., and wife, Sadie G. their *(successors), heirs and assigns forever.* I *covenant that* I am *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 for said first deeds of trust and 1971 taxes which have been prorated.

I hereby swear or affirm that the actual consideration or true value for this transfer, whichever is greater, is $39000.00. Affiant R. C. Walker
Subscribed and sworn to before me this 16th day of Dec. 1971
Deputy Register W. Williams

I do further covenant and bind my heirs and representatives, to warrant and forever defend the title to said real estate to said A. P. Johnson, Sr. and wife, Sadie G., their *(successors), 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 indebtedness; rendering unnecessary court proceedings for the enforcement of said lien in the event of the non-payment of said indebtedness and installments thereof, as they mature, as hereinafter provided, and for the consideration of one dollar paid in cash, receipt of which is acknowledged, the said A. P. Johnson, Sr., and wife, Sadie G. *hereinafter referred to as trustors, hereby transfer and convey unto* Richard H. Frank, Jr., *Trustee, his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title and interest thereto belonging upon the following uses and trusts:*

Trustors 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 the sum of full insurable value *or at least the maximum insurable value, until the indebtedness herein secured is 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 or holder of said indebtedness as his interest may appear.*

Trustors further agree to pay all taxes and assessments thereon, general or special, and to pay them when due, and, upon demand of said trustee or the lawful owner and holder of said indebtedness, to pay, discharge, or remove, any and all liens which may be hereafter placed against said property and which shall adversely affect the lien of this instrument or enforcement of the terms and provisions hereof; to keep the improvements on said property in good repair and preservation, and in case the trustee or his successors or the lawful owner and holder of said indebtedness shall hereafter be required to appear in any court or tribunal to enforce, or defend the title to, or possession of, said property, or the lien of this instrument, or appear in any court to prove the above indebtedness, all the costs and

expenses of such appearance or proceedings, together with a reasonable attorney's fee, shall be allowed, and be payable by trustors upon demand of the trustee or lawful owner or holder of said indebtedness, and, upon failure to do any of these things, then said trustee, or the lawful owner and holder of said indebtedness may do any or all of these things and the amounts so paid shall bear 6 percent interest from the date of payment and shall be and become a part of the indebtedness secured hereby.

Now, if trustors shall pay the indebtedness aforesaid when due, according to its terms, and pay taxes, keep up repairs, and keep said premises insured, and pay any and all other sums when due, as aforesaid, then this trust conveyance shall be of no further force or effect. But if said indebtedness, or any installment thereof, or interest thereon, is not paid promptly at maturity, or if, failing to pay taxes, keep up repairs or keep said premises insured, or pay said other sums when due, as herein provided, trustors fail to reimburse the trustee, or lawful owner and holder of said indebtedness for all sums, with interest, so expended by said trustee, or lawful owner and holder of said indebtedness, 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 indebtedness then past due and unpaid, all remaining unpaid indebtedness, and installments thereof, 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. The trustee may, at any time after default in the payment of any of said indebtedness, enter and take possession of said property, and shall only account for the net rents actually received by him. It is further agreed 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 indebtedness 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 trustors, their order, 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 indebtedness, or, if more than one when said indebtedness is represented by notes, then of the first-maturing unpaid note, or upon his refusal or failure so to do, then the holder in order of the next maturing notes, 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 above named trustee shall be vested in said successor.

The word "Trustors" when used herein shall apply to parties both singular and plural.

IN WITNESS WHEREOF the parties to this instrument have signed their names, and the corporate party has caused its name to be signed hereto by its duly authorized officers, on this the 12th *day of* February, *19* 71

Harris A. Gilbert, Trustee

Harris A. Gilbert

A. P. Johnson Sr.

A. P. Johnson, Sr.

Sadie G. Johnson

Sadie G. Johnson

Jack J. Cohen

FEB 16 ⁷⁵	CONV	39,000.00		
FEB 16 ⁷⁵	MORT'G	10,331.87		
FEB 16 ⁷⁵	S'TAX		A* 101.40	
FEB 16 ⁷⁵	S'TAX		A* 8.30	
FEB 16 ⁷⁵	PR'FEE		A* .50	
FEB 16 ⁷⁵	W'DEED		A* 6.00	* 116.20

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, A. C. Walker, *a Notary Public in and for said County and State,* Harris A. Gilbert, A. P. Johnson Sr., and wife, Sadie G. Johnson, and Jack J. Cohen

the within named 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 12th *day of* February, *19* 71

8-12-74

A. C. Walker
Notary Public

Commission expires 8-12-74