Prepared by: Howard Cantor
Ed Clemmer Bldg. Nash. Tenn

20 9865
map 81-7
Par 119

INSTALLMENT DEED

BOOK 4594 PAGE 109

For and in Consideration of the sum of Eighty-two Hundred One and NO/100 - - - - - - ($8201.00) - Dollars, of which One and NO/100 - - - ($1.00) - Dollars, has been paid in cash by Albert Moore and wife, Cora Mai Moore the receipt of which is hereby acknowledged, and for the remainder Eighty-two Hundred and NO/100 - - - - ($8200.00) - Dollars, the said Albert Moore and wife, Cora Mai Moore have executed an installment note of even date herewith, and bearing the same date, providing for the payment of the principal sum of Eighty-two Hundred and NO/100 ($8200.00) Dollars in three hundred (300) consecutive monthly payments in the sum of Fifty-two and 89/100 ($52.89) Dollars which includes interest at the rate of 6% per annum, said note being payable to the order of Ourselves and by us endorsed. The first of said payments falls due on June 1, 1967, and a like amount on the first day of each month thereafter until the full amount of said principal sum and/or interest is paid in full. In the event of default of any payment hereunder of interest and/or principal sum when due, the owner or holder of the within described indebtedness secured herein, has a right to declare the entire unpaid balance of the principal sum plus interest in full to maturity due and payable, but the failure to take advantage of one violation of this entire agreement shall not act as a waiver to take advantage of any subsequent violation, the right being a continuing one.

all of said notes bearing six per cent interest from maturity 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, Marcia F. Cohen, Mollie Feigenbaum and ----- Marilyn Stern ----- have this day bargained and sold, and do hereby transfer and convey unto the said Albert Moore and wife, Cora Mai Moore, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Land in Davidson County, Tennessee, being the westerly 48 feet of Lots Nos. 37 and 38 in the subdivision of Lot No. 7 in J. C. Owen's Plan of Buena Vista Lots, as of record in Book 57, page 26, of the Register's Office for Davidson County, Tennessee.

Said Westerly 48 feet of Lots Nos. 37 and 38 front forty-eight feet on the northerly side of Clay Street and run back with the easterly line of an alley 104 feet to a dead line.

Being the same property conveyed to Marcia F. Cohen by deed from Clarence Douglas Whittemore, a single man, of record in Book 3971, Page 943, Register's Office for Davidson County, Tennessee.

Also being the same property conveyed to Marcia F. Cohen, Mollie Feigenbaum and Marilyn Stern by deed from Robert N. Skinner, Trustee, of record in Book 4594, page 107, Register's Office for Davidson County, Tennessee.

Buyer: Albert Moore
1004 Clay Street
Nash. Tenn

Def Bills
Same

4594

To Have and to Hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Albert Moore and wife, Cora Mai Moore, 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 Albert Moore and wife, Cora Mai Moore, 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 Albert Moore and wife, Cora Mai Moore

do hereby transfer and convey unto I. R. Schulman, 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 Albert Moore and wife, Cora Mai Moore 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 Albert Moore and wife, Cora Mai Moore 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 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 Albert Moore and wife, Cora Mai Moore representatives or assigns.

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BOOK 4594 PAGE 111

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 I. R. Schulman, 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 Albert Moore and wife, Cora Mai Moore and Marcia F. Cohen, Mollie Feigenbaum, Marilyn Stern hereunto set our hands at Nashville, Tennessee, this the 19 day of May 19 67

Albert Moore

Cora Mai Moore

Marcia F. Cohen

Marilyn Stern

Mollie Feigenbaum

I hereby swear or affirm that the actual consideration or true value for this transfer, whichever is greater, is $8201.00 Affiant

STATE OF TENNESSEE
Davidson County

Subscribed and sworn to before me this 27th day of April 19 72

Deputy Register

Personally appeared before me, L. McKinley Marlow, a Notary Public in and for said County and State, the within named Marcia F. Cohen, Albert Moore and Cora Mai Moore Mollie Feigenbaum and Marilyn Stern

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 Tennessee, this 19th day of May, 1967

Commission Expires 11-10-69

L. McKinley Marlow, 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
Marcia F. Cohen

Mollie Feigenbaum and Marilyn Stern

TO
Albert Moore and wife Cora Mai Moore

Attorneys Title Company
Titles Guaranteed

NASHVILLE, TENN.

B 5 6 5 3 0

IDENTIF. REFERENCE

APR 20 3 47 PH '72

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

TOOLEY CO., NASHVILLE

APR 20 72	CONV	*8,201.00			
APR 20 72	MORT'G	*8,200.00			
APR 20 72	S'TAX		A*	21.32	
APR 20 72	S'TAX		A*	6.20	
APR 20 72	P&F FEE		A*	.50	
APR 20 72	M'DEED		A*	8.00	* 36.02