Mail To Herbert Nesbitt 1814 - Jefferson St Nashville Tenn

THIS INSTRUMENT PREPARED BY B. R. KENNEDY, JR., ATTORNEY, 921-STAHLMAN BUILDING

This Form furnished by Attorneys Title Company, Inc.

INSTALLMENT DEED Form No. WD-4

FROM

Julia L. Mallernee, a widow and
Jack J. Cohen et ux, Bessie D. Cohen

TO

HERBERT NESBITT

For draftsman's use

BOOK 4598 PAGE 350

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Herbert Nesbitt (NAME)	SAME (NAME)	Parcel W11-2790
1814-Jefferson Street (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	Map 92
Nashville, Tennessee (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	Pcl-2193

(FOR REGISTER'S USE)

IDENTIF. REFERENCE

MAY 3 3 12 PM '72

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS

$3,500.00 Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 3rd ~~15th~~ DAY OF May ~~April~~ 1972.

Notary Public

MY COMMISSION EXPIRES: ~~(AFFIX SEAL)~~

Dep Register

B5805?

FOR AND IN CONSIDERATION OF the sum of Three Thousand Five Hundred and No/100 - ($3,500.00) - DOLLARS

of which $ 100.00 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 ONE PROMISSORY NOTE OF EVEN DATE HEREWITH payable to the order of Julia L. Mallernee, and Jack J. Cohen and wife, Bessie D. Cohen, in monthly installments as follows, namely: on the 5th day of June, 1972 the sum of $45.00 and thereafter a like amount on the 5th day of each succeeding month thereafter and the remaining balance of said principal sum on the 5th day of May, 1980. Said payments to be applied first to 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 to be applied to payment of the principal sum, until the entire amount, both principal and interest has been paid in full.

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,

We, Julia L. Mallernee, a widow, and 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 NESBITT and Herberlene Nesbitt

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

Being part of Lot No. 113 on Block 6 of Heffernan Place, as of record in Book 161, Page 138, Register's Office for said County.

BEGINNING at a point in the southerly margin of Alameda Street, at the northwest corner of the property condemned by the State of Tennessee, a certified copy of the decree of condemnation being of record in Book 4261, page 941, Register's Office; thence with the margin of said Street, easterly 42.32 feet to the northeasterly corner of Lot No. 113; thence with the easterly line of said lot, southerly 140 feet to a point in the northerly margin of an alley; thence with the alley, westerly 50 feet to the common southerly corner of Lots Nos. 113 and 114; thence with the line between said lots, northerly 130.01 feet to the southerly corner of the property taken by the State of Tennessee above referred to; thence North 29°13'43" west along the southwesterly boundary of said property, 12.50 feet to the point of beginning.

Being the same property conveyed to Jack J. Cohen and wife, Bessie D. Cohen, a 1/2 undivided interest and Julia L. Mallernee, a 1/2 undivided interest, by deed from John Raymond Berry and wife, as of record in Book 4591, page 175, said Register's Office.

This conveyance is made subject to easement set out in the decree in the Circuit Court under Rule No. A 4706, a certified copy of which is of record in Book 4261, Page 941, said Register's Office.

This is ( ) unimproved (X) improved property, known as 2609 (House Number) Alameda Street (Street) Nashville (City or Town) Tennessee (Postal Zone) P. O. Address:

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 seised and possessed of said real estate in fee simple, have a good right to convey it, and that the same is unencumbered. except 1972 taxes which are assumed by the grantee 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 E.O.Harper, 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 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 $ 3,400.00 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 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 15th day of April 19 72.

Jack J. Cohen — Herbert Nesbitt
Bessie D. Cohen — Herbelene Nesbitt
Julia L. Mallernee

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, John Nanni, a Notary Public in and for said County and State, the within named Julia L. Mallernee, Jack J. Cohen and wife, Bessie D. Cohen and Herbert Nesbitt, Herbelene Nesbitt 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, Tennessee, Tennessee, this 15th day of April, 1972.

John Nanni, Notary Public.

My Commission Expires APRIL 26, 1972
Commission expires

MAY-3??	CONV	*3,500.00			
MAY-3??	MORT'G	*3,400.00			
MAY-3??	S'TAX		A*	9.10	
MAY-3??	S'TAX		A*	1.40	
MAY-3??	PR'FEE		A*	.50	
MAY-3?	DEED		A*	4.00	* 15.00

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Before me, _____, a Notary Public of the State and County aforesaid, personally appeared _____, with whom I am personally acquainted, and who, upon oath, acknowledged _____self to be _____ of the _____, the within named bargainor, a corporation, and that he as such _____, being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by _____self as _____.

Witness my hand and seal, at office in _____, this _____ day of _____, 19 ____.

_____, Notary Public.

Commission expires _____.